



ALKALINE LOGISTICS LLC

A DIFFERENT KIND OF LOGISTICS

Carrier Package

15088 SW 13th Ct
Sunrise, FL 33326
772-773-0491

alkalinelogistics@yahoo.com

Dear Carrier:

Thank you for your interest in becoming an approved carrier for Alkaline Logistics, LLC.
We look forward to having you as one of our valued Carrier for many years to come.

Please return the packet with all the following information to complete the process:

- ✚ Signed Contract
- ✚ Carrier Profile Sheet
- ✚ Current Proof of Cargo, Auto Liability, General Liability and Workers Comp Insurance with a minimum of \$100,000 Cargo and \$1,000,000 Auto Liability.
- ✚ MC-Authority
- ✚ Current W-9 Form

Broker Carrier Agreement

This contract is made this day ____ of _____, 20__, between Alkaline Logistics, LLC 15088 SW 13th Ct Sunrise, FL 33326 (hereinafter referred to as BROKER) having Broker Authority under MC# 1080972 and Federal ID# of 84-2254672 and _____ (hereinafter referred to as CARRIER) under MC# _____ whose principal office is located at _____.

Now:

RECITALS:

- a) **CARRIER** is a motor **carrier** under 49 USC 13102(12), is duly registered with the USDOT pursuant to 49 USC 13902 and 13905 with a Motor **Carrier** Safety Rating as indicated above; it owns and operates equipment suitable to transport goods shipped and received by **BROKER**; and it is fully equipped to render prompt and uninterrupted service to **BROKER**;
- b) **BROKER** is authorized and qualified as a licensed Property **Broker**, has the opportunity to route shipments with various Customers, and has working control over **carrier** selection, rate negotiation, payment of freight charges, and **BROKER** requires **carrier** services.

THE PARTIES AGREE:

Transportation Service and Insurance

- a) **BROKER** will tender freight to **CARRIER** for transportation as described in **Addendum "A"** and **BROKER** agrees to pay to **Carrier** the rates stated in Addendum "A" to this **Agreement**.
- b) **CARRIER** shall obtain and maintain in effect;
 - i. personal injury and property damage liability insurance in compliance with the regulations of the FMCSA and the U. S. Department of Transportation;
 - ii. Workers' Compensation insurance as required under the laws of the states in which the transportation services shall be performed, protecting and covering **CARRIER** and its employees in such amounts as are required by such laws;
 - iii. and (c) cargo insurance in the amount enough to cover its potential liability pursuant to paragraph 2 of this **Agreement** entitled "Cargo Loss". **CARRIER** shall cause its insurance **carrier** to furnish **BROKER** with a certificate attesting to the personal injury, property damage, workers' compensation, and cargo insurance in force, which certificate shall include a provision that the insurance **carrier** shall notify **BROKER** at least thirty (30) days in advance of any reduction or cancellation of such insurance. Upon **BROKER**'s request, **CARRIER** shall also cause its insurance **carrier** to furnish notice to **BROKER** and/or its designees at least thirty (30) days in advance of any reduction or cancellation of such insurance.

Cargo Loss

CARRIER shall be liable to **BROKER** for the full actual value of any loss, damage or injury to shipments tendered to it for transportation, except insofar and to the extent that such loss, damage or injury shall have resulted from the causes excepted in the straight Bill of Lading published in the National Motor

Broker Carrier Agreement

Freight Classification, the terms of which are incorporated by reference. **BROKER** shall file any claim arising under this paragraph with **CARRIER** within nine (9) months of the delivery or loss of the shipment and bring suit within two (2) years from the date of any claim's declination. In the event **BROKER** shall fail to comply with these time limits, the claim that is not timely filed shall be barred and **CARRIER** shall have no liability to **BROKER** for the loss alleged.

Status of Carrier

CARRIER shall perform the transportation contemplated by this **Agreement** as an independent contractor, and neither its employees nor its agents shall be deemed to be those of the **BROKER**. **CARRIER** shall be responsible for the procuring and operating the vehicles and the employment, hiring, training, supervising, and controlling its drivers and helpers. **CARRIER** shall be responsible for the safe and lawful operation of the vehicles used in the performance of the transportation contemplated by this **Agreement** and shall hold **BROKER** harmless for any penalties, fines, assessments, claims, or judgments resulting from the operation of the vehicles.

Expenses

CARRIER shall bear the costs and expenses of furnishing all fuel, oil, tires, and any other parts, supplies and equipment, necessary or required for the safe operation and maintenance of the equipment. **CARRIER** shall bear all expenses, including the expense of road service and repair in connection with the use and operation of the equipment and shall bear the cost and expense of maintaining the equipment in good repair and mechanical condition.

Freight Documentation

The Uniform Freight Documentation form set forth as **Addendum "B"** may be utilized by the Parties. The terms and conditions of this **Agreement** shall prevail over those appearing on that form or any other form(s) used by the Parties for the delivery of freight. Any form(s) used by the Parties shall only be used for the purpose of documenting the pick-up and delivery of freight. Either Party, at its option, may supply any document required by or referenced in this **Agreement** in either paper or electronic form (including, but not limited to, an electronically imaged, faxed, photocopied, or online posted version), and any such version shall be sufficient for all purposes under this **Agreement**. Unless specifically agreed to by the Parties, any joint movement involving another transportation entity to or from a point outside the U.S. shall not be considered as moving on a "through" bill of lading. **Carrier** agrees not to subcontract, **broker**, interline, or to use "substituted services" by rail or motor **carrier** without the specific approval of Shipper. If for any reason this is done without permission, **Carrier** shall be liable to Shipper for any cargo loss, damage, or injury to the same extent as if **Carrier** performed the service.

Prepaid/Collect Shipments

BROKER shall specify whether the terms for any shipment under this contract shall be "prepaid" to be paid by the consignor or marked "collect" to be paid by the consignee.

Broker Carrier Agreement

Non-Recourse Shipments

BROKER may specify whether the collection of charges from any consignee shall be without recourse to the **BROKER** as the consignor, in accordance with those provisions of Section 7 of the Uniform Bill of Lading as in effect on the date of this **Agreement**.

Shipments Under Contract

Whether or not **CARRIER** is authorized to operate, or does operate as a common motor **carrier**, each shipment tendered by **BROKER** to **CARRIER** on or after the date of this **Agreement** shall be deemed to be a tender to **CARRIER** as a motor contract **carrier** and shall be subject only to the terms of this **Agreement** and the provisions of law applicable to motor contract carriers.

Overcharges and Undercharges

- (a) Any action at law by **CARRIER** to recover undercharges pursuant to services provided under this **Agreement**, or by **BROKER** to recover overcharges claimed against **CARRIER** for services rendered under this **Agreement**, shall be commenced not more than one (1) year after **CARRIER**'s receipt of the shipment with respect to which such undercharge or overcharge is claimed to be due.
- (b) The provisions of this section shall survive the cancellation, termination, or expiration of this **Agreement**.

Assignment

This **Agreement** may not be assigned, in whole or in part, by either party, without the written consent of the other party.

Confidentiality

- (a) Except as required by law or other provisions of this **Agreement**, the terms and conditions of this **Agreement** and information pertaining to any shipment transported under this **Agreement** shall not be disclosed by either party to persons other than its own directors, officers, employees, agents, attorneys, accountants, and auditors.
- (b) **BROKER** shall have the right to disclose any such terms, conditions or information to its vendors, vendees or the consignees of the individual shipments moving between **BROKER** and the applicable vendor, vendee, or consignee.
- (c) The provisions of this section shall survive the cancellation, termination, or expiration of this **Agreement**.

Broker Carrier Agreement

Indemnification

CARRIER agrees to indemnify, save harmless and defend **BROKER** from and against any and all claims for loss, damage or injury and from and against any suits, actions and legal proceedings brought against **BROKER** for or on account of any loss or damage to the tangible property of third parties, or for or on account of any injuries received or sustained by any person, including but not limited to, employees of **CARRIER**, and employees and agents of **BROKER** caused by, or growing out of, any intentional or negligent act or omission of **CARRIER** or its employees in performing the services provided for under this **Agreement**. This indemnification is inapplicable and of no force or effect if the damage or injury to any person is caused solely by the intentional or negligent act or omission of **BROKER's** employees, agents, or third parties with whom **CARRIER** comes into contact.

Force Majeure

Except as otherwise provided, the obligation of **CARRIER** to furnish and of **BROKER** to use the transportation services provided for in this **Agreement** shall be suspended temporarily during any period(s) in which either of the parties is unable to comply with the requirements of this **Agreement** by reason of the acts of God or the public enemy, fire, flood, labor disorder, civil commotion, closing of the public highway(s), government interference or regulations, or other contingencies similar to the foregoing beyond the reasonable control of the affected party. The party experiencing an event of Force Majeure shall notify other parties of the event as soon as possible, take reasonable action to eliminate the cause for the Force Majeure and resume normal operations as soon as possible.

Term and Termination Provision

The term of this **Agreement** shall be for an initial period of one (1) year. Following termination of such initial period, this **Agreement** shall continue in force from year to year until termination by either party with or without cause, upon not less than thirty (30) day's prior written notice in accordance with Section "Notices". This provision shall apply from the effective date of this **Agreement**.

Default

If in the opinion of either party the financial responsibility of the other party is impaired, or if either party should persistently or repeatedly refuse or fail to perform any duty, obligation or responsibility required by the terms of this **Agreement**, or persistently disregard laws or regulations applicable to performance under the terms of this **Agreement**, either party may terminate this **Agreement** without prejudice to any other right or remedy, after giving the other party at least thirty (30) days' prior written notice of such termination.

Notices

Broker Carrier Agreement

- (a) Any and all notices required or permitted to be given under this **Agreement** shall be in writing and shall be delivered to the party entitled to receive the same by hand or by U. S. Certified Mail, return receipt requested, addressed as indicated in the heading to this **Agreement**, or to such other addresses as a party shall from time to time advise the other party. Any notice given under this **Agreement** shall be effective, if sent by mail, on the date of placing the same in the United States Mail, and if by personal delivery, the date of such delivery.
- (b) Alternatively, any such notice may be given by facsimile to the telephone number of the other party as disclosed and indicated in the heading to this **Agreement**. Any notice given by facsimile shall be effective on the date it is sent provided the receiving party gives evidence of receipt or the sending party obtains evidence of receipt by machine confirmation.

No Back-Solicitation Agreement

CARRIER shall not solicit traffic from any consignor, consignee, or Customer of **BROKER** (collectively referred to as "CUSTOMERS") where either (1) the availability of such traffic first became known to **CARRIER** as a result of **BROKER**'s efforts, or (2) the traffic of the **BROKER**, consignor, consignee or customer of the **BROKER** was first tendered to the **CARRIER** by the **BROKER**. If **CARRIER** breaches this **Agreement** and "back-solicits" the **BROKER**'s customers, and obtains traffic from such customer, **BROKER** then is entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from the **CARRIER** equal to Fifteen (15%) Percent of the transportation revenue received on the movement of the traffic. **CARRIER** further agrees that **BROKER** may publicly report this breach of the **Agreement**, if it occurs, to any trade association or publication, and that the facts of the breach may be published.

Miscellaneous

- (a) This **Agreement** contains the entire understanding between the parties with respect to the subject matter treated herein.
- (b) This **Agreement** supersedes and cancels all prior letters of intent, agreements, understandings, offers and assurances, oral or written, of any party, and shall be the sole **agreement** with respect to the matters involved, except as may be agreed to in writing by subsequent amendments.
- (c) This **Agreement** is being delivered and is intended to be performed in the Florida and subject to the provisions of Title 49 of the United States Code (49 USC) and the Rules and Regulations of the FMCSA, USDOT, or their successors, which may govern by subject matter and jurisdictional supremacy, shall be construed, and enforced in accordance with the laws of Illinois. By execution of the **Agreement**, the **BROKER** and **CARRIER** agree and consent that any action brought to enforce the terms of this **Agreement**, or to collect any monies due under this **Agreement**, or any litigation regarding the transportation services or other matters relating to this **Agreement** shall be brought in the courts in Broward, FL.
- (d) This **Agreement** shall be binding upon and shall inure to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns.
- (e) No modification of this **Agreement** shall be valid unless in writing and executed by all the parties. No breach of any provision of this **Agreement** shall be deemed waived unless specifically waived in writing by the non-breaching party. The waiver of any breach of any term

Broker Carrier Agreement

or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or of different nature.

- (f) This **Agreement** may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- (g) **BROKER** and **CARRIER** will discuss any perceived deficiency in performance by either of them, or will promptly attempt to resolve all disputes in good faith.
- (h) In the event that the FMCSA, or any other federal agency or department, or any state government, agency or department shall by regulation, order or statute, directly or indirectly, require or prescribe the establishment of any rules or provisions inconsistent with the terms of this **Agreement**, **CARRIER** shall promptly notify **BROKER** and **BROKER** or **CARRIER** may, without prejudice to any other right or remedy, terminate this **Agreement** after giving at least five (5) days' prior written notice of such termination.
- (i) The parties agree that signatures on the **Agreement**, as well as any other documents to be executed under the **Agreement**, may be delivered by facsimile in lieu of an original signature, and the parties agree to treat facsimile signatures as original signatures and agree to be bound by this provision.
- (j) The Recitals to the **Agreement** are incorporated into the **Agreement**.

Carrier Rate Confirmation Addendum

General Information

1. All drivers must have proper PPE when loading/unloading (hard hat, safety glasses, steel toe boots) ---failure to comply with PPE requirements will result in a \$250.00 rate deduction from rate confirmation.
2. Any changes to pick up or delivery must be verified through this office.
3. Signed bill of lading is required for payment.
4. All units must remain chained, except for the unit being loaded or unloaded at the specific time at the pickup or delivery.
5. This is to avoid any equipment on the trailer from shifting, rolling, sliding or falling from the deck of the trailer and causing harm to the unit / units and the person / persons loading or unloading the equipment.
6. All shipments are time critical. Failure to meet delivery time listed on rate confirmation will result in a rate deduction!! We must be notified immediately if any issues occur to delay on time pick up or delivery. We are available 24/7 at (702)-205-9553.
7. All shipments are considered dedicated unless noted otherwise on rate confirmation.
8. We must have a signed Carrier Rate Confirmation from the Carrier prior to releasing the load for pick-up.
9. Carrier will forfeit this load without recourse if it fails to sign and return this Carrier Rate Confirmation within 2 hours of receipt.
10. The signed Carrier Rate Confirmation sheet will include the following:
 - ✓ The Driver's name
 - ✓ The truck and trailer numbers
 - ✓ The driver's cell phone number. The cell phone must be always kept on.
 - ✓ All emergency and/or "after-hours" phone numbers. Include cell numbers for on-call dispatchers, owners, etc.
11. Drivers are required to check call every day between 6:00am and 9:00am Eastern Time. This includes Saturday, Sunday, and Holidays. Missed check calls will result in a \$100.00 fine against carrier's settlement for each infraction. The Check Call telephone number is 772-773-0491. Drivers must leave a voice mail message that includes his/her name, the load **PRO** number, current location, and projected ETA. If the driver is unable to call, the dispatcher may check call in emergency situations.
12. The driver is responsible for supervising the loading/off-loading of the freight. This includes noting the piece count and condition of the freight on the bills and securing and maintaining the product per the Shipper's instructions listed on the bill of lading.
13. During the loading process, if the driver determines that any or all the product or its packaging appears to be damaged, i.e., leaking, broken, wet, decayed or crushed, it is the driver's responsibility to stop the shipper and notify brokerage immediately. The driver should not allow the shipper to resume loading until he/she gets authorization from broker to proceed.
14. All loads must be sealed. When moving a sealed load, the driver must have the shipper note the seal number on the bill of lading and call broker with the seal number. Loads that are sealed are to remain sealed until an authorized person at the receiver breaks the seal. The receiver breaking the seal must make the appropriate notation on the bill of lading. He/she must sign off and confirm in writing that the seal was intact at the time of delivery. Any time an unauthorized person breaks the seal, the carrier becomes 100% liable for the cost of the product and any other expenses. In the event the shipper fails to seal the trailer, it is the driver's responsibility to secure the trailer with a padlock.

Broker Carrier Agreement

15. Brokerage will not pay for overweight tickets, pallets, trailer washouts, gate fees, loading/unloading fees, scale tickets, tolls, bridge fees, detention or any other accessorial fee – unless the charge was discussed and agreed to IN WRITING.
16. If any unloading payment is agreed upon, carrier must supply unloading receipt from either a lumper service or an individual lumper. Receipts for lumpers not affiliated with a lumping service must include the lumper's full name and social security number. Also, the driver must call brokerage to get a release number for any unexpected lumper fees. Failure to do so will result in non-reimbursement.
17. The driver should know his unit's empty weight prior to reaching the shipper. The carrier agrees to load truck to its legal capacity on all loads. Failure to load to capacity may result in a deduction in the carrier's settlement.
18. The CARRIER certifies the trailer is clean and has no mechanical or structural defects that could adversely affect the product hauled.
19. By executing this Carrier Rate Confirmation, the carrier hereby confirms the driver has enough available hours of service to pick up and complete delivery of the tendered load within the time frame dictated by brokerage and/or its CUSTOMER(S), without violating the FMCSA hours of service regulations contained at 49 C.F.R. § 395.
20. Carrier agrees that it in compliance with all safety regulations according to Federal, State and Local requirements.
21. When signing the bill of lading, the driver is confirming in writing that he/she received the product, piece count, condition and temperature as stated on the bills of lading. Once signed, the bill of lading becomes a binding legal document. The carrier is responsible for whatever the driver signs for.

Claims

1. Carrier is responsible for any damage to product or damage to the product's container, and any shortages of freight.
2. Carrier shall not leave the receiver if notified of an OS&D. Carrier must notify brokerage immediately. Failure to report OS&D will result in a \$100 fine.
3. When the OS&D product is produce, Broker will demand a federal inspection.
4. Broker will direct the disposition of any OS&D.
5. When the OS&D is determined to be the fault of the driver, the Carrier authorizes Broker to offset any claim(s) with pending invoices.
6. Broker is not responsible for any damage done to the Carrier's equipment by the shipper during loading or by the consignee during unloading. However, damage should be reported to Broker immediately – before leaving the facility.
7. Broker recommends the driver carry some type of camera (digital, cell phone or disposable).
8. In case of an emergency call 772-773-0491.

Invoicing

1. Broker must have the following paperwork to process payment in a timely manner:
 - ❖ Original POD's (signed by receiver)
 - ❖ Carrier's Invoice referencing brokerage PRO #
 - ❖ Delivery weight ticket on produce loads, if required
 - ❖ Copy of signed Carrier Rate Confirmation
 - ❖ Carrier's W-9
 - ❖ Broker Contract

Broker Carrier Agreement

- ❖ Carriers Authority
 - ❖ Cargo Insurance certificate listing brokerage as certificate holder
 - ❖ Auto Liability insurance certificate listing brokerage as certificate holder.
2. If reimbursable receipts are submitted after brokerage processes the initial invoicing, brokerage will send an amended invoice and seek reimbursement. If the customer pays the amended invoice, brokerage will reimburse the Carrier less a \$25 handling fee. If the Customer has already closed out the load and brokerage cannot recover the money, the Carrier will not be paid for those late receipts.
 3. Bulk Produce loads are paid on Delivered Product CWT as per receiving weight stamped on the bills of lading, on the receiving weight tickets or as determined by the customer.
 4. Any costs incurred by brokerage due to carrier’s truck being late for pick-up or delivery appointments may be charged back to carrier.
 5. Carrier agrees that broker is the sole party responsible for payment of carriers’ invoice and that, under no circumstances, will Carrier seek payment from the shipper or consignee.

Flatbed / Step Deck Loads

1. Carriers must supply the appropriate chains, binders, straps, tarps, etc. required to move the load in a safe and efficient manner.

Over Dimensional / Overweight Loads

1. Carrier is responsible for “All” permits, escorts, route surveys, bridge surveys, utility assistance and ancillary cost involving the movement of the load. Carrier certifies that all dimensions and weights are correct upon acceptance of freight.

Carrier

Alkaline Logistics, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____,20_____

Date: _____,20_____

Quick Pay Agreement Form

Originals are not required unless requested for legibility. Please submit by one of the following methods:

Email: alkalinelogistics@yahoo.com

Mail to: Alkaline Logistics, LLC 15088 SW 13th CT Sunrise, FL 33326

(1) Day Wire Transfer with \$35 discount fee

(5) Day QuickPay with a 4% discount fee (**All invoices must be received by 12pm EST**)

ACH Payment Information — (Please Provide a Voided Check)

Bank Name: _____

Location: _____

Account # _____

Routing# _____

CARRIER PAYMENT INFORMATION (Factor Company)

NAME:	
SCAC CODE:	
Address:	
City: St:	
Zip:	
Phone: Fax:	

Remit To Address: (If different)	
Name:	
Address:	
City: St:	
Zip:	
Phone: Fax:	
Federal ID:	

Carrier: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____, 20____

CONTINGENT CARGO LIABILITY CHECK FORM

1. Name, address, and phone number of the owner of the truck.

2. Name, address, and phone number of the driver of the truck.

3. Name, address, and phone number and docket number of the ICC Trucking Company to whom the truck is leased.

4. Name and position of employee of ICC Trucking Company who authorized the trucker to take the load.

5. Name and police number of the insurance company providing automobile liability insurance and cargo liability insurance and limits of each policy.

6. Name of the insured to whom the automobile liability policy and cargo liability policy is issued.

7. Effective and expiration dates of the automobile liability and cargo liability policy.

8. Name, address, and telephone number of insurance agent providing automobile liability insurance and cargo liability insurance.

9. Date, time, and person at insurance agency that verified automobile liability insurance and cargo liability insurance.

Broker Carrier Agreement

- 10. Request that a certificate of automobile liability and cargo liability insurance with a 10 day of cancellation be mailed to the truck broker.

Signature **Date**

Brokerage Name

USDOT Number: 3371541

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.



Trust Fund Agreement Account Number: 01080972

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, Alkaline Logistics LLC (Name of Broker or Freight Forwarder)

of 15088 SW 13th Ct (Street) SUNRISE (City) FL (State) 33326 (Zip)

as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association, Inc. (Name of Trustee)

a financial institution created and existing under the laws of the State of California 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 either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 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), 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.
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

Broker Carrier Agreement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2021

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 have **ADDITIONAL INSURED** provisions or 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	PFA Transportation Insurance & Surety Services 22801 N. 19th Avenue Suite 202 Phoenix AZ 85027-	CONTACT NAME	PFA Transportation Insurance & Surety	
		PHONE (A/C, No., Ext.)	(800)595-2615	FAX (A/C, No.)
		E-MAIL ADDRESS:	cert@pfaprotects.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Underwriter at LLoyds	
INSURED	Alkaline Logistics LLC 15088 SW 13th Ct Weston FL 33326-	INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 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. TYPE	TYPE OF INSURANCE	ADDL. INFO.	SUBR. INFO.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ex occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						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.		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contingent Cargo Legal Liability			MJ080972P210119-001	01/19/2021	01/19/2022	Any one occ / acc 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks 3 schedule, may be attached if more space is required)
Domestic Freight Broker

CERTIFICATE HOLDER	CANCELLATION	No holders
	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 <i>Kerry Jackson</i>	

Broker Carrier Agreement



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

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

SERVICE DATE
January 31, 2020

LICENSE
MC-1080972-B
U.S. DOT No. 3371541
ALKALINE LOGISTICS LLC
SUNRISE, FL

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

Broker Carrier Agreement

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin:0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin:0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.																						
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Alkaline Logistics, LLC																								
2 Business name/disregarded entity name, if different from above																								
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <table style="width:100%; margin-top: 5px;"> <tr> <td><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input type="checkbox"/> S Corporation</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C-Corporation, S-S corporation, P-Partnership) ▶ _____ </td> </tr> <tr> <td colspan="5" style="font-size: x-small;"> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. </td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Other (see instructions) ▶ _____ </td> </tr> </table>		<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C-Corporation, S-S corporation, P-Partnership) ▶ _____					Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					<input type="checkbox"/> Other (see instructions) ▶ _____						
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate																				
<input type="checkbox"/> Limited liability company. Enter the tax classification (C-Corporation, S-S corporation, P-Partnership) ▶ _____																								
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																								
<input type="checkbox"/> 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): _____ <small>(Payee's account(s) has/move outside the U.S.)</small>		5 Address (number, street, and apt. or suite no.; see instructions). 15088 SW 13th CT 6 City, state, and ZIP code. Sunrise, FL 33326																						
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																								
Social security number <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>														OR Employer identification number <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> </tr> </table>	8	4	-	2	2	5	4	6	7	2
8	4	-	2	2	5	4	6	7	2															
Part II Certification Under penalties of perjury, I certify that: <ol style="list-style-type: none"> 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); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p style="font-size: x-small;"> 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 for Part II, later. </p>																								
Sign Here	Signature of U.S. person ▶	Date ▶ <u>Jan 8, 2021</u>																						
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. <p style="font-size: x-small;"> Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. </p> <p style="font-size: x-small;"> 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: </p> <ul style="list-style-type: none"> • 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) <p style="font-size: x-small;"> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. </p> <p style="font-size: x-small;"> If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later. </p>																								