

R & K Trucking

W2427 State Hwy 98

Loyal, WI 54446

MC 640719

USDOT 1750398

Contact:

Rick

Phone:

(715) 255-8999

Fax:

(715) 255-8994

Emergency:

(715) 937-1869

Email:

rmews@yahoo.com

References:

Triple B Transport LLC

57 Circle Drive

PO Box 126

Curtiss, WI 54422

(715) 223-6100

Edjoten Trucking

N1178 CTH DD

Withee, WI 54498

(979) 472-0189

Fischer Truck & Bus Service Inc

598 Tudor St

Fenwood, WI 54426

(800) 347-4378

Banking:

Heritage Bank

907 N Central Ave

Marshfield, WI 54449

(715) 384-4005

Paul Morris



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
May 04, 2007

LICENSE
MC-601643-B
R & K INVESTMENT GROUP LLC
D/B/A R & K TRUCKING
MESQUITE, NV

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.

A handwritten signature in black ink, appearing to read 'Angeli Sebastian'.

Angeli Sebastian, Chief
Information Systems Division

BPO

R & K Trucking

W2427 State Hwy 98

Loyal, WI 54446

(715) 255-8999 Phone

(715) 255-8994 Fax

Please send me an Insurance of Certificate showing R & K Trucking as the holder.

Thank you!

Ricky Mews

R & K Trucking

W2427 State Hwy 98
Loyal, WI 54446
(715) 255-8999
Fax (715) 255-8994

Attention Accountant/Controller:

In order to comply with the Internal Revenue Service (IRS) regulations, we are required to obtain your Social Security Number (SSN) or the Federal Tax Identification Number (TIN) to satisfy Form 1099 reporting requirements. Failure to provide this information may subject all payments to you to the 31% backup withholding as required by the IRS.

Name: _____ **Phone #:** _____
Business Name: _____ **800 #:** _____
Address: _____ **Fax #:** _____
City/State/Zip: _____

Please Check the following that applies:

- 1 We are a corporation and a 1099 is not required. Employer ID #: _____
2 We are not a corporation. Employer ID #: _____
3 I am not a corporation and by business does not have an Employer ID #. Social Security #: _____

I certify that (1) I am duly authorized to complete this form; (2) the legal organization and Tax Identification Number shown on this form are correct, and (3) I am not subject to backup withholding.

Signature: _____ Date: _____

Optional:

Equipment: (Please indicate number of trailers for each)

Van: _____ Reefer: _____ Flatbed: _____ Stepdeck: _____ Other: _____
Hazmat: Y / N Teams: Y / N Pallet Exchange: Y / N Forced Dispatch: Y / N

Lanes: (Please circle those that apply)

From: Northwest Southwest Midwest Northeast Southeast South Canada Mexico
To: Northwest Southwest Midwest Northeast Southeast South Canada Mexico

Please mail or fax the completed form to the address/fax listed above. Thank you.

Transportation Contract

This contract is made _____, _____, 2013, by and between R & K Trucking, a properly licensed broker (“R&K”), and _____, a properly authorized for-hire carrier located at _____ (“Carrier”).

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Scope of the Agreement. R & K agrees to tender and Carrier agrees to transport any shipments tendered hereunder in accordance with R & K’s shipping instructions and in full compliance with all rules and regulations governing for-hire motor carriage. Carrier further agrees that it will not broker or otherwise tender any load tendered by R & K to another carrier. In the event Carrier breaches this prohibition Carrier shall forfeit all compensation due Carrier under paragraph 2.
2. Compensation. The actual compensation to be paid to Carrier shall be determined on the load-by-load basis as mutually agreed upon by R & K and Carrier, and confirmed by R & K on a Rate Confirmation, which shall be signed and returned by Carrier and incorporated herein. Unless objected to by Carrier upon receipt of the Rate Confirmation, Carrier shall be conclusively presumed to have agreed that the terms and conditions set forth on such Rate Confirmation are fully and correctly stated.
3. Payment. R & K shall pay Carrier within thirty (30) days of R & K’s receipt of Carrier’s freight bill, the signed delivery receipt, without exception or notation, the original signed bill of lading and other documents required by R & K or its customer.
4. Relationship of the Parties. In the performance of transportation services hereunder, Carrier shall be an independent contractor and not an agent or employee of R & K. Carrier further acknowledges and agrees that R & K is an independent contractor as to its customer, and is not the agent of any customer. Accordingly, Carrier agrees that it shall look only to R & K for payment of its freight charges or forfeit the freight charges on any shipment incorrectly billed.
5. Cargo Liability. Carrier agrees to abide by the rules and regulation concerning the disposition and settlement of claims for loss and damage set for at 49 C.F.R. Part 370. The parties acknowledge and agree that Carrier’s liability shall be that of a common carrier as set forth in 49 U.S.C. Section 14706 and may not be limited by any provision purporting to limit Carrier’s liability, including without limitation, any bill of lading or common carrier tariff schedule, service guide or similar document issued by or on behalf of Carrier. In the event of a conflict between the terms, conditions, and provisions of any such bill of lading, tariff, schedule, service guide, or similar document, on the one hand, and on the other, this Contract, the terms, conditions and provisions of this Contract shall govern.
6. Insurance. Carrier, at its sole expense, shall maintain all insurance coverage required by state law, including workers’ compensation coverage, commercial general liability and automobile liability insurance within minimum limits of \$1,000,000 per occurrence for personal injury and property damage, and cargo insurance in an amount not less than \$100,000. Carrier shall furnish R & K with a Certificate of Named Insured showing R & K as an additional insured and shall require its insurance carrier to give R & K written notice thirty (30) days prior to the cancellation of said insurance.

7. Indemnification. Carrier agrees to indemnify, defend and hold R & K, and its customers, harmless from and against any and all fines, penalties, costs, demands, damages, and expenses, including reasonable attorney's fees, of whatever type or nature arising out of or related to Carrier's or its employee's subcontractor's or agent's performance under or breach of this Contract. Moreover, Carrier, at no time, shall bring a cause of action against R & K for any loss, damage, expense, action and/or claim for injury to persons and/or damage to property arising out of or in connection with Carrier's performance under this Contract. The Provisions of this Indemnification shall survive termination of this Agreement.
8. Account Protection. Carrier understand and agrees that R & K has put forth substantial effort and investment to develop its accounts and to secure the goodwill of tis customers. As part consideration of this Contract, neither Carrier, nor a related or unrelated person or entity acting on carrier's behalf, shall, for the term of this Contract and for a period of one (1) year after the effective date of the termination hereof, directly or indirectly attempt to solicit, serve, divert or bypass, or perform any services for compensation for attempt to solicit, serve, divert or bypass, or perform any services for compensation for any shipper or receiver who is now or during the term of this Contract becomes a customer of R & K. Unless Carrier is given prior written authorization, Carrier agrees to pay R & K a commission of ten (10%) percent of all revenues billed to any account of R & K in violation of the foregoing, and such commission shall be due and payable within thirty (30) days of the billing date.
9. Waiver. All rights and remedies provided by the Interstate Commerce Commission Termination Act, which have not been specifically waived herein and which are not inconsistent or in conflict with the rights and remedies provided herein shall continue to apply to transportation provided by Carrier for R & K pursuant to this Contract.
10. Effective Date. This Contract shall become effective on the date first shown above and continue until terminated by either party upon ten (10) days written notice.
11. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin and all disputes will be subject to the exclusive jurisdiction of the courts of the State of Wisconsin.
12. Entire Agreement. This Contract, together with the Rate Confirmations issued after the execution of this Contract, constitutes the entire agreement of the parties. No agent or employee of R & K shall have authority to orally waive any of the provisions of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

R & K TRUCKING:

CARRIER:

By _____

By _____

Its _____

Its _____

Property Broker's Surety Bonds under 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, THAT we R & K INVESTMENT GROUP LLC, DBA: R & K TRUCKING of

Property Broker Name

42427 HWY 98, LOYAL, WI 54446

Principal Address

as PRINCIPAL (hereinafter called Principal), and American Alternative Insurance Corporation, a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Public Law 99-563, created and existing under the laws of the State of Delaware (hereinafter called Surety) are held and firmly bound unto the United States of America in the sum of \$10,000, 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 pursuant to the provisions of 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 FMCSA 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 a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the FMCSA, 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 FMCSA, 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 FMCSA forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 30 day of MARCH, 2013, 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 FMCSA at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA.

The Surety shall not be liable hereunder for the payment of any damages hereinbefore 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.

BOND NO: 20120329553

ACCT LOC ID: 100110900

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified on the face of this form, 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 30 day of MARCH, 2013.
Date

R & K INVESTMENT GROUP LLC DBA: R & K TRUCKING

Principal Name (Company, Individual, etc.)

Ricky Mews
Signature

Ricky Mews
Printed or Typed Name of Signor

Owner
Title of Signor

Cari Mews
Witness Signature

Cari Mews
Printed or Typed Name of Witness

American Alternative Insurance Corporation

Matthew L. Zehner

Matthew L. Zehner
Attorney-in-Fact



Jennifer E. Rome

Jennifer E. Rome
Witness

WORKERS COMPENSATION

HOLD HARMLESS LETTER

agrees to hold harmless and indemnify R & K Trucking, INC and any of its affiliates against any award by a worker's compensation court, similar administrative body, or court of law.

Signature of Owner/officer

Location/Address

Date