

Dana Transportation Inc.

1748 W Sunset Ave

PO BOX 7387

Springdale,AR 72762

David Kirkland

dkirkland@danatran.com

Nathan Lazenby

nlazenby@danatran.com

Brittney Kirkland

bkirkland@danatran.com

office 800-943-0478

office 479-725-0499

fax 479-725-0498

Billing

billing@danatran.com

Dana Transportation Inc

References

First Security Bank

479-750-5551

Trucking References

Westar Refrigerated transportation Inc

479-636-1443

Cooke Transportation Services LLC

800-579-3897

Satchel Creek Express

316-775-1300

Invoices

Billing@danatran.com

Dana Transportation Inc

PO BOX 7387

Springdale , AR 72766

DANA TRANSPORTATION INC.

OFFERS A QUICK PAY OPTION.

NO NEED TO USE A FACTORING SERVICE!

***WE WILL SEND YOUR PAYMENT OUT REGULAR MAIL
WITHIN 24 HOURS OF RECEIPT OF YOUR BILLS.***

THERE CAN NOT BE ANY OVER, SHORT, DAMAGED PRODUCT.

***FAXED COPIES MAY BE ACCEPTABLE,
--ASK YOUR DISPATCHER TO BE CERTAIN--
WE CAN PAY OFF FAXED COPY OF BOL'S
AS LONG AS THEY ARE LEGIBLE***

***WE WILL TAKE A DISCOUNT OF 5% OFF BALANCE OWED TO
YOU AFTER ANY COM CHEK ADVANCES.***

YOUR CHECK IS SENT OUT REGULAR MAIL SAME DAY.

***WE CAN SEND YOUR CHECK OVERNIGHT IF YOU
WANT TO PAY THE FEES.***

Dana Transportation Inc.

Comcheck fees

New advance fees are:

\$20.00 for any advance of 1000.00 or less

&

30.00 fee for one over a thousand

Advances are not to exceed 50% of the load

We do not issue free advances for unloading

Lumpers reimbursed with receipt at settlement

Thank You

Nathan & David



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
September 08, 2005

LICENSE
MC-533366-B
DANA TRANSPORTATION, INC
SPRINGDALE, AR:

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 327) 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.

Angel Sebastian, Chief
Information Systems Division

BFO

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
ACCEPTANCE REPORT

USER ID:	JSMITHAMYNTA
TRANSMISSION NUMBER:	WEB26407
TRANSMITTED ON:	09/02/2021 15:36:45
COMPANY NAME:	UNITED STATES FIRE INSURANCE CO.
SUBMITTEND BY:	UNITED STATES FIRE INSURANCE CO. (05230-00)

Docket	Form/Type	Policy Number	Effective Date	Action
MC-533366	BMC-84/SURETY	612404546	10/01/2019	ACCEPTED

Values in FMCSA Licensing & Insurance Database.

Legal Name:	DANA TRANSPORTATION, INC.
DBA Name:	
Address:	1748 W. SUNSET SUITE E
	SPRINGDALE AR US 72762
	PO BOX 7387
	SPRINGDALE AR US 72766

91X Coverage(Type/Max/Underlying):

Total: 1

DANA TRANSPORTATION INC.
CARRIER PROFILE

CARRIER LEGAL NAME _____
(as on Income Tax Return)
d/b/a/ or trade name (if different) _____

PHYSICAL/MAILING ADDRESS (as filed with IRS)

REMIT ADDRESS (if different from above)

DO YOU USE A FACTORING COMPANY? _____
If so, attach information sheet.

We do require that you send in original BOL's. If you do not send in original BOL'S, please indicate method used _____

MC# _____

FEDERAL TAX ID# _____
Type of entity _____ Corporation _____ Sole Proprietor
_____ Partnership
_____ LLC _____ LLC Corporate Entity

Check here if you are exempt from backup withholding _____

Contact name _____
Local telephone # _____
Toll free telephone # _____
Fax # _____
E mail address _____
Alternate e mail address _____

After hours phone # _____
Contact name _____

E-mail available equipment to: dispatch@danatran.com

PLEASE MAKE SURE THE FOLLOWING IS FAXED BACK TO 479-725-0498 :
W-9
CERTIFICATE OF INSURANCE
SIGNED CONTRACT

Fax back

479 725 0498

DANA TRANSPORTATION, INC.
MC 533366

TRANSPORTATION BROKERAGE AGREEMENT

This Agreement is made as of this _____ day of _____, 20____, by and between Dana Transportation Inc., authorized under MC #533366, P.O. Box 7387, Springdale, AR 72765 (Broker) and

_____, MC# _____
whose address is: _____

(Carrier).

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Services. Broker agrees to offer for shipment and Carrier agrees to transport in its own equipment at least one shipment of freight annually and such additional quantities of freight as Broker may tender, subject to the availability of suitable equipment.

2. Term and Termination. This Agreement shall be effective for a period of one (1) year from the date hereof and automatically renew for consecutive one-year terms under the same terms and conditions, unless earlier canceled under the following terms:

This Agreement may be canceled, with or without cause, by either party at any time, by the giving of at least thirty (30) days prior written notice to the other party sent by fax, electronic mail, certified mail or overnight courier mail. Any unfulfilled obligations, the right to invoke arbitration with respect to unresolved disputes, and the non-solicitation provisions of paragraph 13 shall survive termination of this Agreement.

3. Procedure. Broker will contact Carrier from time to time when a customer has a shipment available for transportation. If Carrier has suitable equipment available and in reasonable proximity to the origin of the shipment and Carrier and Broker are able to agree on the rate to be paid and the terms for transportation of the shipment, Broker will issue to Carrier a Load Confirmation containing the agreed terms. Carrier will cause the Load Confirmation to be signed by an authorized representative and returned promptly to Broker. Upon receipt of the signed Load Confirmation, Broker will direct Carrier to pick up the shipment.

If Carrier does not return the signed Load Confirmation to Broker promptly, Broker may, in its sole discretion allow Carrier to transport the shipment, in which case the unsigned Load Confirmation shall be conclusive and un rebuttable evidence of the terms under which Carrier agreed to transport the shipment unless Carrier contests its accuracy in writing prior to commencement of loading of the shipment.

4. Non-Exclusive. Broker and Carrier agree that this Agreement does not bind the respective parties to mutually exclusive services to each other. Broker may enter into

similar agreements with other carriers, and Carrier may enter into similar agreements with other brokers and/or shippers.

5. Carrier Qualifications. Carrier warrants that all its operations conducted under this Agreement with Broker will be as a contract carrier authorized by 49 U.S.C. 1410(b), and that no operations will be conducted as a common carrier, freight forwarder or broker.

Carrier and Broker hereby expressly waive any rights or remedies permitted to be waived under the 49 U.S.C. 13101 et. seq. to the extent they are inconsistent with any provision of this Agreement. During the term of this Agreement, Carrier shall provide direct service from origin to destination with no interchange with other carriers or trip leasing.

Carrier's equipment shall be in good working condition and shall have the capacity to carry 44,000 pounds per shipment of Carrier shall be subject to a deduction from the freight invoice. If any repair work is needed in order to meet standard loading requirements while Carrier's equipment is located on any facility of Broker's customer, Carrier must pay for services rendered prior to leaving the facility or the charges will be deducted from the freight invoice.

Carrier shall comply with all applicable federal, state and local laws, statutes, ordinances, and regulations in conducting Carrier's operations under this Agreement including, without limitation, the Sanitary Food Transportation Act of 1990 (as amended). Said act provides, among other things, that Carrier shall provide trailers that have not previously transported refuse or non-food products that could make food or feed unsafe to the health of humans or animals (e.g., garbage, trash, medical waste, chemicals.)

Carrier shall comply with Broker's Minimum Security Requirements attached as Exhibit B.

6. Rates and Charges. Broker and Carrier agree that this Agreement shall govern all shipments tendered to Carrier by Broker during the term of this Agreement. Rates and charges for services provided under this Agreement shall be as agreed to between the parties, verbally or in writing. Confirmation of verbally agreed rates shall be made by (a) a Load Confirmation in the form of Exhibit A attached hereto, faxed or mailed by Broker to Carrier and (b) the Carrier's pick up of the shipment. In addition, confirmation of any verbally agreed rates shall be made by Carrier's billing and Broker's payment thereof. If Broker pays the freight invoice in a reduced amount, such amount shall constitute the agreed rate, unless Carrier notifies Broker to the contrary, in writing, within thirty (30) days of receipt of payment.

7. Billing Carrier will bill all charges for transportation services directly to Broker. Upon receipt by Broker of the invoice(s) and all associated delivery receipts signed by receiver, Broker shall pay Carrier the full amount of the transportation charges,

as quoted, within thirty (30) days unless otherwise agreed by the parties in writing.
Carrier must provide the following paperwork to Broker:

- (a) Carrier's invoice covering such transportation;
- (b) the original bill of lading between shipper and carrier providing documentation of continuous seal record;
- (c) proof of delivery showing the person's name signing for receipt, the total number of cases received, any overages, shortages, damages, or notations; and
- (d) the signed Load Confirmation for the invoiced shipment.

Compensation paid under this Agreement may be withheld in whole or in part by Broker to satisfy:

- (i) offset claims or shortages arising out of this or prior agreements;
- (ii) pallet shortages;
- (iii) advances made to, or on behalf of Carrier and
- (iv) any liability of Carrier for which Broker is indemnified hereunder.

Broker will perform all billing, invoicing and collections, to or from the customers.

Carrier agrees that upon receipt by it of payment in accordance with the terms of the Load Confirmation, all rights of Carrier to any additional freight charges for transportation of the shipment described shall be automatically and irrevocably assigned to Broker. Carrier agrees that, if any claim is asserted by it or anyone purporting to act on its behalf or as its successor in interest or its assignee against Broker for charges in addition to those specified in the Load Confirmation or against any customer or any consignor or consignee or any shipment for any charges of any kind. Carrier or its successor in interest or assignee shall reimburse Broker, customer, consignor or consignee for all costs of defending against any such claim, including reasonable attorney fees. Carrier agrees that assignment of any rights under this Agreement or with respect to any claim relating to transportation of any shipment will be subject to the provisions of this paragraph. In consideration of Broker's commitment to make prompt payment of freight charges, Carrier hereby waives any lien that it might have on any shipment. If, notwithstanding this waiver, Carrier or anyone purporting to act on its behalf or as its successor in interest or assignee should attempt to assert any such lien. Carrier or such other party shall reimburse Broker or customer for its costs, including reasonable attorney fees, in obtaining release of the lien.

8. Loss, Damage, or Delay and Check Calls. Carrier shall deliver the shipment at the date and time specified in the Load Confirmation. Carrier shall be liable to a customer, or to Broker as the agent of a claim of a customer, for loss, damage or delay of a shipment received by Carrier for transportation under the terms of this Agreement. Carrier's liability shall begin at the time the shipment is loaded on Carrier's equipment at origin and continue until the shipment is delivered to the designated consignee at the specified destination. Carrier's liability shall be for the actual cash value of the shipment at the point and time at which Carrier received the shipment.

Carrier shall make daily check calls prior to 9:00 am each day that the shipment is in transit and an additional call upon arrival at the destination. Failure to make a required check call or provide the required information will result in a fifty (50) dollar deduction from the freight bill. The appropriate number (as provided by the Broker) shall be called and the following information provided:

- (a) the name of Carrier.
- (b) the shipment or order number of the current shipment.
- (c) time of call
- (d) location of truck/shipment
- (e) any foreseeable issues or problems that may be encountered in transit.

9. Claims of Shortage. Broker or the shipper will be responsible for claims of shortage only if the shipment is based on shipper's load and count on a sealed trailer, unless the seal has been broken while in the custody of Carrier. Carrier shall be liable for such claims for shortage in all other situations. For loads with multiple picks/drops, Carrier must record and maintain a continuous seal record which shall be maintained and documented on all bills of lading for each stop of the shipment. Incidents where tampering may have compromised the integrity of a seal prior to delivery shall be reported to Broker's customer service department immediately. Drivers are responsible for ensuring seal integrity prior to departure of a shipment.

10. Surety Bond Claims. Carrier will not, and will not authorize anyone on its behalf, to assert any claim against Broker's Surety Bond on file with the Department of Transportation unless and until: (a) a freight bill had remained unpaid for at least (60) days from receipt of invoice from Carrier; and (b) Carrier has provided Broker at least fourteen (14) days written notice of its intent to assert such a claim.

11. Insurance. Carrier agrees to procure and maintain in force, at Carrier's own expense, Commercial General Liability Insurance, Automotive bodily Injury and Property Damage Insurance, All-Risk Cargo Insurance, and other insurance in at least the amounts stated below. Carrier shall cause Carrier's insurance carrier to forward to Broker a standard certificate of insurance prior to the first shipment. Said policies shall be primary and name Broker as certificate holder and as an additional insured. Carrier agrees to immediately notify Broker in writing if any of said insurance is canceled, modified in any material respect or is not renewed.

- (a) Commercial General Liability insurance, including blanket contractual coverage, for bodily injury and tangible property damage in the amount of one million (1,000,000) dollars combined single limit per occurrence
- (b) Automotive Bodily Injury and Property Damage insurance protecting against claims for bodily injury, including accidental death, and the loss of or damage to tangible property in the amount of one million (1,000,000.00) dollars per occurrence.

- (c) All-Risk Cargo insurance, which shall include reefer breakdown, with a per unit liability limit sufficient to cover shipments having a minimum values of one hundred thousand (100,000.00) dollars.
- (d) Worker's Compensation insurance, Employer's Liability insurance, and any other legally required employers' insurance in accordance with and meeting the requirements of applicable state, federal or provincial laws.

12. **Indemnification.** Carrier agrees to hold Broker harmless from, and indemnify Broker for, any liability resulting from (a) loss or damage of any freight transported by Carrier pursuant to this Agreement, including all costs to defend claims; or (b) Carrier's breach of this Agreement. Carrier further agrees to hold Broker harmless from, and indemnify Broker for, any liability resulting from personal injury, including to employees or agents of Carrier, or property damage, including property of Carrier, arising out of Carrier's operations hereunder, including all costs to defend claims.

13. **No Solicitation.** Carrier shall not solicit traffic from any shipper, consignor, consignee or customer of Broker where (a) the availability of such traffic first became known to Carrier as a result of Broker's efforts; or (b) where the traffic of the shipper consignor, consignee, or customer of Broker was first tendered to Carrier by Broker during the term of this Agreement. If Carrier breaches this Agreement by back soliciting Broker's customers and obtains traffic from such customer, Broker shall be entitled to a commission from Carrier of fourteen percent (14%) of the gross transportation revenue received by Carrier for such movements for a period of twelve (12) months after the involved traffic is first moved by Carrier, plus reimbursement of any legal fees paid by Broker to enforce this provision.

14. **Confidentiality.** Carrier agrees that the terms and provisions of this Agreement, the Load Confirmation, and the services provided hereunder are confidential and proprietary and that Carrier will not disclose and shall cause Carrier's employees and agents not to disclose, any of this Agreement's contents or any information concerning the services performed hereunder without the written permission of Broker or as may be required by law.

15. **Independent Contractor.** The relationship of Carrier to Broker shall, at all times, be that of an INDEPENDENT CONTRACTOR. Carrier is no an employee, servant or agent of or a joint venturer with Broker, and has no authority to and will not purport to bind Broker to any contract, debt or obligation. All persons used or employed by Carrier or any subcontractor of Carrier in the provision of services (collectively "Carrier's Employees") shall be employees of Carrier and not employees or agents of Broker. Carrier shall have and exercise exclusive control and direction of Carrier's Employees; shall and does warrant that all such persons shall be competent and experienced. Carrier assumes full responsibility for compliance with, and payment of, all taxes, contributions, pensions, workers' compensation, social security and all other obligations and benefits owed to or with respect to Carrier's Employees.

Except as otherwise agreed by Broker in writing, Carrier shall be solely liable for any expenses incurring in performance of the services, and any expenses which Broker so agrees to reimburse must be in writing. Except as otherwise provided in writing, Carrier shall provide all tools, materials, equipment, labor, transportation, and other services necessary for completion of the services to be performed by Carrier. Any subcontractor employed by Carrier in provision of such services without prior written permission of Broker shall be for Carrier's account.

16. Severability. Obligations of this Agreement are separate and divisible and in the event that any provision hereof is deemed unenforceable, the balance of the Agreement shall continue in full force and effect. This Agreement, together with addendums or supplements referred herein, constitutes the entire agreement between the parties. This agreement may not be modified or amended except by a writing executed by both parties.

17. Arbitration. Any controversy or claim arising out of, or relating to this Agreement or breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator(s) shall not be authorized to award punitive or exemplary damages. Any arbitration proceedings shall be conducted in Springdale, Arkansas.

18. Choice of Law and Forum. This Agreement shall be construed with the laws of the State of Arkansas. All civil actions filed as a result of disputes arising out of this Agreement shall be filed exclusively in the court of proper jurisdiction in the State of Arkansas. Carrier irrevocably agrees to submit to the jurisdiction of the courts of Arkansas and appoints the Arkansas Secretary of State as its agent for service in this regard to so serve if Carrier has no other duly appointed agent for the service in Arkansas.

19. Force Majeure. Neither party will be liable for the failure to tender or timely transport freight under this Agreement if such a failure, delay or other omission is caused by strikes, labor disturbances, acts of God, war, civil disorders or through compliance with any legally constituted order of civil or military authorities. The burden of demonstrating that any loss, damage, or delay was not the result of Carrier's negligence or intentional act shall be on Carrier.

20. Assignment. Carrier shall not assign this Agreement or any of its respective rights or obligations under this Agreement except with the prior written consent of Broker. No such assignment shall relieve or release Carrier from any of its obligations under this Agreement and Carrier shall be and remain primarily liable to Broker as if no such assignment has been made or approved by Broker.

21. Notices. Except for routine communications in the course of performance of this Agreement which may be communicated in accordance with any procedures

established by agreement or acquiescence of the parties, all notices under the terms of this Agreement shall be in writing and delivered by electronic mail, fax, certified mail or overnight courier. Notices transmitted by electronic mail or fax shall be deemed to be received as of the date and time of acknowledgment or receipt. Notices communicated by certified mail or overnight courier shall be deemed received as of the date and time signed for by recipient. Notices shall be addressed as follows:

If to Broker:
Dana Transportation, Inc.
P.O. Box 7387
Springdale, AR 72765

If to Carrier:

22. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors and permitted assigns, and shall be construed under the laws of the State of Arkansas.

This Agreement Executed as of the date first above written.

Broker: Dana Transportation, Inc.
By: [Signature]
Title: V-PRES.
Printed Name: NATHAN LARSEN
Date: 8-9-05

Carrier: _____
By: _____
Title: _____
Printed Name: _____
Date: _____

Dana Transportation, Inc.,
Broker Transportation Agreement

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