

MUTUAL TRAILER INTERCHANGE AGREEMENT

This MUTUAL TRAILER INTERCHANGE AGREEMENT (this "Agreement"), is made on August 31, 2017, by and among Carjim Enterprises, Inc. D/B/A Best Courier & Delivery Service, an Illinois corporation ("CARJIM"), Best Dedicated Solutions, LLC, an Illinois limited liability company, and any affiliate of either such entity that provides CARJIM Trailers hereunder (collectively, "BEST GROUP"), and each carrier that by joinder to this Agreement becomes party hereto (each, a "Carrier").

WHEREAS, under the terms of the relevant transportation agreement or linehaul service provider agreement, as applicable, with each Carrier (each, a "Transportation Agreement"), BEST GROUP has requested that such Carrier (including its permitted successors, delegates, and assigns under the Transportation Agreement) will load, track, transport, and unload trailers ("Transportation Services");

WHEREAS, from time to time CARJIM trailers ("CARJIM Trailers") and each Carrier's trailers ("Carrier Trailers") may be transported by any Carrier during providing Transportation Services, in which case the relationship between the party providing the trailer ("Provider") and the party transporting the trailer ("Transporter") will be subject to the terms of this Agreement;

WHEREAS, the CARJIM Trailers are being provided to each Transporter hereunder in exchange for all express and implied discounting and service considerations (including acceptance of tendered Best Dedicated Solutions, LLC Trailer loads) provided under or pursuant to the underlying Transportation Agreement;

NOW THEREFORE, in exchange for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Best Dedicated Solutions, LLC and each Carrier hereby agrees as follows:

- (1) Interchange. Best Dedicated Solutions, LLC will permit its CARJIM Trailers to be transported by a Carrier. Upon Best Dedicated Solutions, LLC request or designation, each Carrier will permit its Carrier Trailers to be transported by another Carrier. The specific locations of interchange shall be as mutually agreed upon between Best Dedicated Solutions, LLC and the Carrier accepting a trailer as described below.
- (2) Acceptance. For each trailer proposed to be transported by a Transporter, the Transporter will perform a trailer inspection and prepare and promptly provide to Best Dedicated Solutions, LLC a trailer inspection report describing all damage (or absence of damage), problems with the condition of the trailer, and safety-related defects (including without limitation structure, tires, brakes, air system, and sliding tandem hook pins) (a "Trailer Status Report"). If the inspection reveals safety-related defects for a trailer, then Carrier must reject the trailer and provide a reasonably detailed description of such defect in the Trailer Status Report provided to Best Dedicated Solutions, LLC. Acceptance of a trailer will be deemed acknowledgment of the absence of damage and the good condition of the trailer (except as noted in the Trailer Report) Status and the absence of safety-related defects.
- (3) Transportation and Return. Each Transporter will:
 - (A) Transport a trailer accepted under this Agreement only in the United States of America, and only for the purposes of providing Trailer Services and of complying with its obligations under this Agreement;
 - (B) Not perform any maintenance or repairs on a trailer without first obtaining the approval of the Provider of such trailer;
 - (C) Perform the Transportation Services for each accepted trailer in compliance with all applicable laws, statutes, orders, judgments, regulations or other rule ("Laws") and all required licenses, permits, and approvals ("Permits"), in each case concerning the possession, use, operation, or transportation of such trailer; _____
 - (D) Notify Best Dedicated Solutions, LLC and Provider immediately in the event any trailer (or cargo contained therein) is lost, stolen, damaged or destroyed;

- (E) Return expeditiously each accepted trailer to the point of pickup or to such other point as the Provider may identify (directly or indirectly through Best Dedicated Solutions, LLC), without damage and in good order and condition (ordinary wear and tear excepted, and except for matters noted in the Trailer Status Report provided upon acceptance); and
- (F) Trailer(s) must be returned to the point of pickup no later than 36 hours of the scheduled delivery appointment. Failure to do so without prior notice to Best Dedicated Solutions, LLC will result in a \$100 per day rental charge;
- (G) Upon returning a trailer, perform a trailer inspection and prepare and promptly provide to Best Dedicated Solutions, LLC or Provider a supplemental Trailer Status Report, including a description of any significant adverse incidents occurring during transportation or control of the trailer.

(4) Transporter Responsibilities.

- (A) Authority and Responsibility. Transporter retains the general right to provide load instructions and issue bills of lading for the transport of goods in a trailer. Transporter will have sole authority over and responsibility for operation of an accepted trailer and exclusive care for the cargo contained in such trailer and is not the agent of any Provider for any purpose.
- (B) Loss or Damage: With respect to each accepted trailer, will be responsible to Provider for all loss or damage to the trailer while in the possession, care, or control of Transporter (including any of its affiliates, contractors, agents, and representatives). For the avoidance of doubt, with respect to each accepted trailer, Transporter will be responsible to Best Dedicated Solutions, LLC for the cargo in such trailer, pursuant to and subject to the limits set forth in the Transportation Agreement.
- (C) Indemnification: With respect to each accepted Trailer, Transporter hereby releases and will defend, hold harmless, and indemnify Provider (including each of its affiliates, and the respective directors, officers, employees, contractors, successors and assigns of the foregoing), from and against any loss, damage, settlement, cost, expense, and any other liability (including reasonable attorneys' fees) arising out of or resulting from any third party allegation or claim based on or relating to (i) any personal injury, death, or property damage caused by an act or omission by Transporter (including any of its affiliates, contractors, agents, and representatives) in connection with the possession, use, operation, or transportation of a trailer accepted by such Transporter under this Agreement, (ii) any Transporter breach of this Agreement, or (iii) any allegation or claim of negligence, willful misconduct or strict liability arising from an act or omission by Transporter (including any of its affiliates, contractors, agents, and representatives) (collectively, "Claims"). However, the foregoing indemnification obligation does not apply to the extent such Claim results from Provider's negligence or willful misconduct.
- (D) Defense. Transporter will use counsel reasonably satisfactory to Provider to defend each Claim, and Provider will reasonably cooperate (at Carrier's expense) with Carrier in the defense. Carrier will not consent to the entry of any judgment or enter into any settlement without Provider's prior written consent, which may not be unreasonably withheld.
- (E) Insurance. For so long as each Carrier is party to this Agreement, such Carrier will carry at its expense (and ensure that its subcontractors carry): (1) commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (which can include supplemental or umbrella coverage); (2) business automobile liability or trucker's liability insurance with a limit of not less than \$1,000,000 per occurrence (covering any auto and attached trailer, and shall also include collision and comprehensive physical damage coverage with limits sufficient to cover the full replacement value of trailers provided by Best Dedicated Solutions, LLC, but in no event less than \$25,000, and naming Best Dedicated Solutions, LLC, Carjim Enterprises, Inc. D/B/A Best Courier & Delivery Service and Wells Fargo Equipment Finance as loss payees); and (3) worker's compensation insurance in all jurisdictions where Carrier performs Transportation Services, and employer's liability insurance with a limit of not less than \$100,000 per occurrence. All such policies will also cover Carrier's liability hereunder for any

acts by subcontractors. Carrier will not permit its insurance policy coverage limits to be reduced below the minimum amounts set forth above or any such policy to be cancelled or allowed to expire without at least 30 days prior written notice to Best Dedicated Solutions, LLC. Carrier will submit certificates of insurance for the coverage required under this section at commencement of the Transportation Services to Best Dedicated Solutions, LLC, Carjim Enterprises, Inc. D/B/A Best Courier & Delivery Service and Wells Fargo Equipment Finance at the request of any Provider. Carrier will send certificates of insurance to Best Dedicated Solutions, LLC.com, Attn: Risk Management, 14048 West Petronella Drive Suite 105, Libertyville, IL 60048, or via email to COI@shipbds.com. For the avoidance of doubt, a Provider's knowledge or approval of any of Carrier's insurance policies does not relieve or limit any of Carrier's obligations under this Agreement, including liability under Section 4(A) or Section 4(B) for claims exceeding required insurance limits.

- (5) Provider Representations. Each Provider (individually and not jointly and severally) hereby represents, solely with respect to itself and its CARJIM Trailers (in the case of Best Dedicated Solutions, LLC) or Carrier Trailers (in the case of a Carrier) that:
- (A) Such Provider has all right, power and authority to enter into this Agreement and perform its obligations hereunder. Provider's entry into and performance of its obligations under this Agreement will not (with or without the passage of time or giving of notice or both) violate any governing document, any third-party agreement or arrangement or any Law, in each case by which Provider is bound or to which Provider or its assets is subject.
 - (B) Such Provider holds valid title to, or a valid leasehold interest in, all trailers provided by such Provider for interchange under this Agreement.
- (6) Transporter Representations. Each Transporter (individually and not jointly and severally) hereby represents, solely with respect to itself that:
- (A) Except as agreed between Best Dedicated Solutions, LLC and such Transporter, such Transporter has joined this Agreement by execution and delivery of a joinder in form and substance as set forth on Attachment 1 to this Agreement (a "Carrier Joinder"), and upon such execution and delivery this Agreement will be the binding obligation of such Transporter, enforceable in accordance with its terms.
 - (B) Such Transporter has all right, power and authority to enter into this Agreement and perform its obligations hereunder. Transporter's entry into and performance of its obligations under this Agreement will not (with or without the passage of time or giving of notice or both) violate any governing document, any third-party agreement or arrangement or any Law, in each case by which Transporter is bound or to which Transporter or its assets is subject.
 - (C) Such Transporter is a duly authorized motor carrier and holds all Permits necessary for the possession, use, operation, or transportation of a trailer pursuant to this Agreement.
 - (D) Such Transporter will promptly notify Best Dedicated Solutions, LLC of any accident, incident, or event that impairs the safety of or delays delivery of a trailer and will use reasonable care and due diligence in the protection of each accepted trailer.
- (7) LIMITATION OF LIABILITIES. NO PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY LOST OPPORTUNITIES OR PROFITS OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EXCEPT WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS HEREUNDER.

(8) Scope of Agreement. This Agreement, together with the Transportation Agreements and Carrier Joinders, the and all other documents referenced herein and therein, constitutes the complete and final agreement of the parties pertaining to the trailer interchange and supersedes the parties' agreements (including prior agreements and any subsequent standard business forms provided between the parties to the extent not expressly amending this Agreement), understandings, communications and discussions, oral or written, relating to the trailer interchange contemplated by this Agreement.

(9) General. No Carrier will assign or otherwise transfer this Agreement (in whole or in part, directly, indirectly or by operation of law), without Best Dedicated Solutions, LLC prior written consent, except in the case of transfer to an affiliate of such Carrier. The internal laws of the State of Illinois, excluding its conflicts of law rules, govern this Agreement. Each Carrier irrevocably submits to exclusive personal jurisdiction and venue in the federal and state courts in Lake County Illinois, for any dispute arising out of this Agreement and waives all objections to jurisdiction and venue of such courts. This Agreement may not be amended, suspended, superseded or otherwise modified except by a written instrument, expressly identifying the modifications made and signed by the authorized representative of each of the parties whose rights are adversely affected by such amendment. No waiver will be effective under this Agreement except by a written instrument, expressly identifying the rights waived and signed by the authorized representative of each person or entity to be bound thereby. A waiver regarding any breach or default will not constitute a waiver with respect to any different or subsequent default unless expressly provided in such waiver instrument. Without limiting the generality of the foregoing, a party will not be deemed to modify any term or waive any right or remedy under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing in one or more instances to exercise any right hereunder. Each party may affect the execution and delivery of this Agreement and any joinder, amendment or addendum hereto by facsimile or electronic transmission (including in portable document format or by electronic signature) of one or more signed counterparts that together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed or caused to be executed on their behalf this Agreement or a joinder thereto, on the respective date attributed to such signature below.

Best Dedicated Solutions, LLC

Carrier Name

By: Eric Verdonk
Name: Eric Verdonk
Title: Sr. National Fleet Manager
Date: 11/1/2018

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT
FORM OF CARRIER JOINDER

This CARRIER JOINDER (this "Joinder"), is made effective as of _____, 20__ ("Effective Date"), and is executed and delivered by [CARRIER], a [JURISDICTION] [ENTITY TYPE] ("Carrier") with respect to that certain Mutual Trailer Interchange Agreement by and among Carjim Enterprises, Inc. D/B/A Best Courier & Delivery Service, an Illinois corporation ("CARJIM"), Best Dedicated Solutions, LLC, an Illinois limited liability company, and any affiliate of either such entity that provides CARJIM Trailers thereunder (collectively, "Best Dedicated Solutions, LLC"), and each carrier that by joinder becomes party thereto (the "Agreement"). Capitalized terms used in this Joinder and not defined herein have the meanings ascribed to such terms in the Agreement.

Effective as of the Effective Date, Carrier hereby joins the Agreement in the capacity of a Carrier thereunder, with all the rights and obligations of a "Carrier" under the Agreement, as if a direct signatory thereto.

To the extent that transportation of accepted trailers under the Agreement is actually performed by any affiliates, contractors, agents, and representatives of Carrier, then notwithstanding the existence or terms of any assignment, delegation or subcontract, Carrier will remain responsible for all obligations, liabilities and other requirements of the Agreement, and Carrier will (A) ensure that such affiliates, contractors, agents, and representatives comply with the Agreement and (B) be responsible for all acts, omissions, negligence, or misconduct of such affiliates, contractors, agents, and representatives.

IN WITNESS WHEREOF, this Joinder has been executed as of the Effective Date.

CARRIER:

[CARRIER]

By: _____

Name: _____

Title: _____

Date: _____