



**RLC EXPRESS, INC  
DBA RLC LOGISTICS**

Dear Carrier:

Thank you for your interest in becoming a transportation provider and preferred carrier for RLC Logistics. Please find below some of the key requirements that are necessary for your company to register with us.

- Federal ID# Verification Form (enclosed)
- Original Certificate of Insurance, including Motor Carrier showing RLC Express as the certificate holder. Please specify motor cargo and general liability.
- Copy of Operating Authority showing contract authority
- Signed Contract Motor Carrier Agreement

Please email information to [rlcinfo@rlclogistics.net](mailto:rlcinfo@rlclogistics.net)

Thank you for your cooperation.



**RLC EXPRESS, INC  
DBA RLC LOGISTICS**

**CARRIER INFORMATION**

Carrier Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Federal ID #: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

MC \_\_\_\_\_ DOT \_\_\_\_\_



**RLC EXPRESS, INC  
DBA RLC LOGISTICS**

**BROKER/CARRIER AGREEMENT**

This Broker/Carrier Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between RLC Express, Inc., a North Dakota corporation, whose address is 4023 State Street Ste 10, Bismarck, ND 58502, hereafter ("BROKER") and \_\_\_\_\_, U.S. Dot No. \_\_\_\_\_, whose address is \_\_\_\_\_, hereafter ("CARRIER").

- 1. TERM.** The term of this agreement shall commence on the date first set forth above, and shall be for a term of one year, unless terminated by either party at any time upon not less than thirty (30) day's written notice of one party to the other or, in the event of a material breach of this Agreement, immediately by the non-breaching party.
- 2. LICENSE.** BROKER is duly licensed as a transportation property broker under MC-336748 pursuant to the United States Code has on file with the Department of Transportation and Federal Motor Carrier Administration all current information required by federal statute of regulation.
- 3. CARRIER STATUS.** CARRIER represents that it is regulated motor carrier and authorized to perform transportation service pursuant to operating authority issued by the Federal Motor Carrier Safety Administration ( or by the then Interstate Commerce Commission) in MC-\_\_\_\_\_, and that there are no legal nor contractual obstacles existing or pending which effect CARRIER's ability to provide motor carrier services, CARRIER must immediately notify BROKER if CARRIER does not hold valid operating authority, a "Satisfactory" U.S. DOT rating or the requisite levels of liability insurance as herein established. As a condition of entering into this Agreement, CARRIER agrees to provide BROKER with those document specifically described in Exhibit A.

**4. INDEPENDENT CONTRACTOR STATUS.** The relationship of BROKER to CARRIER shall be that of an independent contractor, except that BROKER shall be the assignee of CARRIER for the collection of all charges arising as a result of BROKER performance of services hereunder. BROKER has no control of any kind over CARRIER, including but not limited to routing Of freight and the selection and hiring or drivers. Nothing contained herein shall be construed to be inconsistent with this provision.

**5. OBLIGATIONS AND WARRANTIES OF CARRIER.**

**A.** CARRIER will promptly receive, transport and deliver safely and without unreasonable delay all shipments which it accepts under this Agreement. Any delay will be immediately reported to BROKER.

**B.** CARRIER will obtain a receipt from consignee for all shipments delivered and remit said receipt to BROKER.

**C.** If applicable, CARRIER will collect COD charges for shipments so designated by shipper or BROKER. If COD freight is delivered without collection of the charges, then CARRIER will be responsible to pay the amount due.

**D.** If CARRIER fails to deliver a shipment, BROKER may obtain alternative transportation and CARRIER will be liable for the reasonable costs thereof.

**E.** The CARRIER shall issue a uniform standard bill of lading for property it receives for transportation under this Agreement and shall be liable for the actual loss or injury to the property transported to any person entitled to recover under the bill of lading. The parties agree that all liability standards and burdens of proof are herein governed by the Interstate Commerce Termination Act, 49 U.S.C. Section 14706 (the

Carmack Amendment), or its successors. See also Section 9 of this Agreement as relates to cargo claims.

- F.** CARRIER authorizes the BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment. CARRIER hereby assigns to BROKER the right to collect freight charges from the shipper, consignee or any responsible third party on receipt of payment from BROKER, except as may be otherwise provided in Section 8 of this Agreement.
- G.** CARRIER agrees to maintain primary cargo insurance in a minimum amount of \$100,000.00 to compensate those parties entitled to recover for loss or damage to cargo. CARRIER shall cause its insurance carrier to immediately forward to BROKER a standard Certificate of Insurance which Certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance. Such Certificate of Insurance shall name BROKER as an "additional insured." The cargo insurance shall be in the form required by federal law and shall have no exclusions or restrictions that would not be accepted by the Department of Transportation, Federal Motor Carrier Safety Administration or the Surface Transportation Board for a filing under the statutory requirements. In the event the cargo value for a specific shipment exceeds \$100,000.00, CARRIER agrees to purchase and acquire supplemental insurance for the full value of the cargo and to provide evidence of such supplemental insurance to BROKER prior to transporting that specific load.
- H.** Except as otherwise provided herein, CARRIER shall maintain primary liability and property damage insurance in a minimum amount of \$1,000,000.00. In the event CARRIER is transporting oilfield commodities, CARRIER further agrees to maintain a \$5,000,000.00 primarily liability and property damage umbrella coverage and, in

addition, a \$1,000,000.00 pollution liability coverage policy. CARRIER will cause its insurance carrier to issue a standard Certificate of Insurance to BROKER which certificate shall require the Insurance carrier to give BROKER thirty (30) days written notice to CARRIER prior to the cancellation of said insurance. Such Certificate of Insurance shall name BROKER as an "additional insured." CARRIER agrees to defend, indemnify and hold harmless BROKER against any and all losses, expenses, liabilities or damages arising out of or in connection with the performance of work under this Agreement by CARRIER, except such losses expenses, liabilities or damages which result from the gross negligence or intentional misconduct of BROKER. CARRIER further agrees to defend and hold harmless BROKER from any and all liability, costs and damages to persons and/or property arising out of CARRIER's operations hereunder, related to the shipments transported by CARRIER as arranged by BROKER.

- I. CARRIER shall procure and maintain workers compensation coverage for CARRIER's employees. CARRIER agrees to indemnify BROKER against an damages sustained by BROKER resulting from CARRIER's failure to have such coverage and from all claims by CARRIER's employees against BROKER arising out of or in connection with the performance of work under this Agreement.
  
- J. CARRIER represents and warrants that it shall be liable for all acts and omissions of CARRIER resulting In the loss, delay, destruction, theft, damage or other liability of whatever nature, arising from the transportation of any and all loads, traffic or freight arrange for by BROKER while being transported by CARRIER, or, for CARRIER's failure to perform the transportation arranged by BROKER and accepted by CARRIER. CARRIER will indemnify and hold BROKER harmless for any claims arising therefrom or for any violations by CARRIER of this Agreement.

**K.** CARRIER represents and warrants that its operation will comply with all applicable laws and regulations and that CARRIER will indemnify and hold BROKER harmless for any violations thereafter by CARRIER for loads, traffic or freight transported by CARRIER under this Agreement.

**L.** CARRIER agrees and acknowledges that CARRIER is responsible to insure that all drivers and other personnel assigned to CARRIER to perform services are duly qualified and trained and understand all applicable local, state and federal laws and regulations which apply to over-the-road truck drivers. CARRIER is responsible under 49 C.F.R. 382 to perform certain alcohol and drug testing procedures and to maintain records of misuse and prevent programs. CARRIER is also responsible under 49 C.F.R. 391 to make a full and complete investigation of and into each driver which CARRIER employs and, under 49 C.F.R. 395 at seq., CARRIER is also responsible to comply with hours of service and log book requirements.

**M.** CARRIER shall be responsible for all costs and expenses incident to performing the services herein set forth, including all costs of operation, maintenance, fuel and oil, vehicle license fees, mileage taxes, fuel taxes, empty mileage, tolls, permits of all kinds, all detention and accessorial services, gross revenue taxes, third structure taxes, road taxes, loads and various equipment use fees or taxes, base plates, and any other tax, fine or fee imposed or assessed as a result of any action by CARRIER or the employees, agents or servants of CARRIER in the performance of this Agreement. CARRIER shall also be responsible for all costs and expenses incident to the repairs of the equipment provided by CARRIER performing services under this Agreement.

**N.** CARRIER agrees to comply with all reasonable instructions from vendors or/and customers of BROKER.

**6. OBLIGATIONS OF BROKER.** BROKER's responsibility under this Agreement is limited

to arranging for, but not actually performing, the transportation of certain cargo. BROKER does not select, specify, dispatch, coordinate with, nor otherwise control CARRIER'S drivers. Nor does CARRIER'S driver notify BROKER of accidents. Rather, such communication and notification should go to the CARRIER for whom the driver works. BROKER agrees to pay CARRIER, and CARRIER will collect only from BROKER, the transportation charges for the commodities moved under this Agreement in accordance with the rates set by BROKER and agreed to by CARRIER. Payment will be made upon receipt by BROKER of: (i) CARRIER'S invoice covering such transportation services; and (ii) the original delivery receipt and bill of lading, signed by the consignee clear of damage and shortage. If damage is noted, BROKER may withhold payment of freight charges owing to CARRIER pending investigation of the claim. All settlements to CARRIER shall be final when the funds are accepted by CARRIER, provided that CARRIER shall have the right to file a written notice of objection with BROKER within 15 days after receipt of CARRIER'S settlement check that CARRIER disputes the settlement and demands further explanation by BROKER.

## **7. RATES AND CHARGES.**

- A.** BROKER and CARRIER agree that the rate for transportation to be paid CARRIER by BROKER will be determined on a load by load basis and documented in a rate confirmation sheet or similar paper or electronic documentation to be exchanged by BROKER and CARRIER prior to CARRIER'S origination of the load. In the event the parties overlook or fail to enter into a rate confirmation or similar agreement, the parties agree that the compensation paid to CARRIER by BROKER following delivery is a fair and reasonable compensation and will not be challenged by CARRIER.
  
- B.** The parties understand and agree that BROKER may charge its shippers, consignors, consignees or customers a different rate than the rate for transportation agreed to herein between BROKER and CARRIER.



C. In the event CARRIER rents or leases a trailer from a company commonly owned by the BROKER, then, in such event, CARRIER authorizes BROKER to withhold the trailer rental fees from CARRIER'S settlements. A copy of such trailer rental agreement, if applicable, shall be attached to this Agreement.

**8. *BILLS OF LADING.*** The bill of lading for each shipment shall note that the shipments were transported by CARRIER, acting as a carrier. The name of the underlying shipper shall be inserted in the blank for the shipper, and the name of the consignee shall be inserted in the blank for the consignee. CARRIER shall not take any action that would be construed to waive any right or obligation of the CARRIER, shipper, consignee or any other responsible third party relating to the payment of freight charges, nor impair BROKER's right to collection said charges from any such party. The foregoing notwithstanding, nothing in this Agreement shall prevent CARRIER from seeking payment of freight charges due CARRIER from BROKER's shippers, consignors, consignees or customers if BROKER has not paid CARRIER within sixty (60) days of CARRIER's compliance with the payment requirements set forth in Section 7(a) herein.

**9. *PROVISIONS AS TO THE SETTLEMENT OF CARGO CLAIMS AND OTHER DISPUTES***

**A.** Cargo claims shall be investigated and settled in accordance with the regulations codified at 49 C.F.R. 1005 between CARRIER and BROKER. As a condition precedent to recovery, claims must be filed in writing within one year after delivery of the property; or, in the case of the failure to make delivery, then within one year after a reasonable time for delivery has elapsed and suits shall be instituted against any carrier within two years from the day that the CARRIER has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, CARRIER shall not be liable, and such claims shall not be paid.

**B.** This Agreement shall be governed by federal law. Any disagreement or litigation arising under this Agreement shall be referred to mandatory arbitration and decided under the rules of the American Arbitration Association.

**10. BROKER ACCOUNT PROTECTION.** CARRIER and BROKER agree that BROKER has, at great expense, developed a customer and vendor base that is essential to the successful operation of the business. CARRIER therefore expressly agrees that it shall not at any time, without the prior written authorization of BROKER, perform services, either directly or indirectly, for any Broker Account (except for services performed pursuant to this Agreement) during the term of this Agreement or for a two (2) year period following termination of this Agreement. CARRIER should perform any services for compensation for any Broker Account without prior written authorization from BROKER during said time period in violation of this Agreement, CARRIER shall pay to BROKER within ten (10) days of each violation an amount equal to 8% of all revenues invoiced to a BROKER account by CARRIER. For purposes of this Agreement, except as otherwise provided herein, a Broker Account shall be any shipper, customer or receiver of BROKER who was introduced to CARRIER by BROKER and, as a result of such introduction, CARRIER shall have picked up freight for, delivered freight to, or otherwise shall have provided transportation services for during the term of this Agreement. The Broker Account shall specifically not include those accounts which CARRIER has established on its own and provided transportation services for during the one (1) year period prior to entering into this Agreement. Nor shall a Broker Account include accounts established by CARRIER through its own efforts during the term of this Agreement, or after this Agreement is terminated.

**11. FORCE MAJEURE EXEMPTIONS.** Neither party hereto will be liable for the failure to tender or timely transport freight under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through

compliance with legally constituted order of civil or military authorities.

**12. ASSIGNMENT:** CO-BROKERING NOT PERMITTED. Neither this Agreement nor any interest herein maybe assigned by either party to this Agreement without the prior written consent of the other, and any unauthorized assignment shall be void. CARRIER further agrees that the work to be performed hereunder shall not be subcontracted, interlined, re-brokered or otherwise assigned without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right but not the obligation of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Violation of this policy shall be grounds for immediate termination of this Agreement. BROKER will deem any acceptance of the shipment by CARRIER as a common or contract carrier and subsequent contracting of the shipment to a third party as an assignment of the right to be compensated for that shipment to the third party. Upon BROKER'S payment to delivering CARRIER'S brokered loads, CARRIER shall not be released from any liability to BROKER under this Agreement. CARRIER will be liability for consequential damages, including but not limited to reasonable attorney's fees, for violating this provision.

**13. CONFIDENTIAL INFORMATION.** CARRIER further agrees, as part of the consideration for this Agreement, that it will treat all matters related to the business of BROKER, or its customers, as confidential business information entrusted to CARRIER solely for its use in performing services under this Agreement. Such information will not be divulged in way to any person except as necessary for CARRIER to carry out its obligations under this Agreement.

**14. ENFORCEMENT.** CARRIER shall pay BROKER'S reasonable costs and expenses, including reasonable attorneys' fees, incurred by BROKER to enforce any provision of this Agreement or incurred by BROKER as a result of any act or omission by CARRIER

in the performance or non-performance of CARRIER's obligations under this Agreement. Similarly, BROKER shall pay CARRIER's reasonable costs and expenses, including reasonable attorney's fees, incurred by CARRIER to enforce any provision of this Agreement or incurred by CARRIER as a result of any act or omission by BROKER in the performance or non-performance of BROKER's obligations under this Agreement.

**15. MISCELLANEOUS.**

**A. NOTICES.** Unless the parties notify each other in writing or by electronic transmission of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or by fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as shown on the signature page of this Agreement.

**B. CHOICE OF LAW AND VENUE.** All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be governed and construed by and enforced in accordance with the laws of the State of North Dakota.

**C. OVERWEIGHT AND OTHER FINES.** CARRIER and not BROKER shall be responsible for any overweight or other fines or fees assessed for services performed by CARRIER under this Agreement.

**D. NON-EXCLUSIVITY.** As understood and agreed by the parties that this is a non-exclusive agreement and that the CARRIER shall be free to accept freight for transportation from parties other than BROKER and that BROKER shall be free to tender freight for transportation to carriers other than CARRIER.



**RLC EXPRESS, INC  
DBA RLC LOGISTICS**

**E. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement intended by and between the parties and supersedes all prior agreements, representations, warranties, statement, promises, information, arrangements, and understandings, whether oral, written, express or Implied, with respect to the subject matter hereof. Any modification to this Agreement shall be approved by the mutual consent of both parties.

**F. SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is deemed by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that such portion or provision shall be severable and the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the parties shall survive the termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**CARRIER**

**BROKER RLC EXPRESS, INC.**

By \_\_\_\_\_  
Its \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone ( \_\_\_\_\_ ) \_\_\_\_\_

By \_\_\_\_\_,  
Its President Paul Mueller  
Bismark, North Dakota  
Phone: 888.270.0828  
Email: paul.pbtrans@midconetwork.com



**RLC EXPRESS, INC  
DBA RLC LOGISTICS**

**RLC QUICK PAY**

(select appropriate box).

- SADP 30 days from date of invoice
- 2.75% 14 days from date of invoice
- 4% 7 days from date of invoice
- 8% 2 days from date of invoice
- QuickPay

- Factoring Company

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <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         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> 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 <b>not</b> 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.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

**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 *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 46%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

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

**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](http://www.irs.gov/FormW9).

**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.

- 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)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

PM-25  
(Rev. 1/95)

SERVICE DATE  
May 26, 1998

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 336748 B

RLC EXPRESS INC.

BISMARCK, ND, US

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). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining  
Chief, Licensing and Insurance Division





U.S. DEPARTMENT OF TRANSPORTATION

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.

Form BMC-85

Approved by OMB

2126-0017

Expires: 05/31/2012

License No.

MC-336748

FMCSA FILER

ACCOUNT NO. \_\_\_\_\_

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906 OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we RLC Express Inc (Broker) of 1807 Bevere Drive (Street) Bismarck (City) ND (State) 58501 (Zip code)

as TRUSTOR (hereinafter called Trustor), and Storion Financial (Name of Trustee)

a financial institution created and existing under the laws of North Dakota (State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) 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 a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration 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 a licensed Property Broker 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:

- 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.
- 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.
- 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.
- Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), 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 Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.



May 23, 2019

MELISSA ABERLE  
RLC EXPRESS INC  
PO BOX 1974  
BISMARCK, ND 58502

#### CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) ASSIGNMENT

The Standard Carrier Alpha Code of **RLCR** has been assigned to:

RLC EXPRESS INC  
PO BOX 1974  
BISMARCK, ND 58502  
MC-336748  
US DOT- 2223987

This Alpha Code will apply only to the company name shown above through June 30, 2020. Approximately two months prior to expiration of this SCAC, NMFTA will provide an invoice for renewal which must be promptly returned together with payment to ensure its continued validity. Should the company name, address or contact information need an update, please notify the National Motor Freight Association, Inc. at [customerservice@nmfta.org](mailto:customerservice@nmfta.org).

If you participate in the Customs & Border Protection (CBP) ACE program and you have any issue with ACE and your SCAC, please contact CBP at the following address:

[AMSSCAC@cbp.dhs.gov](mailto:AMSSCAC@cbp.dhs.gov)  
Customs and Border Protection  
Attention: SCAC Beauregard, Cube: A-105-3  
1801 N. Beauregard Street  
Alexandria, VA 20598-1350

If you would also like to participate in the Automated Export System (AES) program, please email [AMSSCAC@cbp.dhs.gov](mailto:AMSSCAC@cbp.dhs.gov) and [askaes@census.gov](mailto:askaes@census.gov) a request to enable your SCAC for AES. All SCACs are automatically uploaded to ACE within 24 hours.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, tariffs, etc.

NOTICE: Assignment of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810.



**RLC EXPRESS, INC  
DBA RLC LOGISTICS**

**CARRIER REFERENCES**

<b>WINTER TRUCK LINE, INC.</b>	Mahnomen, MN	218.935.2236
<b>BAUMGARTNER TRUCKING</b>	Linton, ND	701.336.7199
<b>S &amp; S TRANSPORT</b>	Grand Forks, ND	701.746.8484
<b>RYAN POTATO CO.</b>	E. Grand Forks, MN	218.773.1155
<b>COLD COUNTRY EXPRESS</b>	Glyndon, MN	218.236.0362
<b>SNYDER FLEET SERVICE</b>	Des Moines, IA	515.265.2038
<b>PEFTCO.</b>	Mandan, ND	701.663.1027

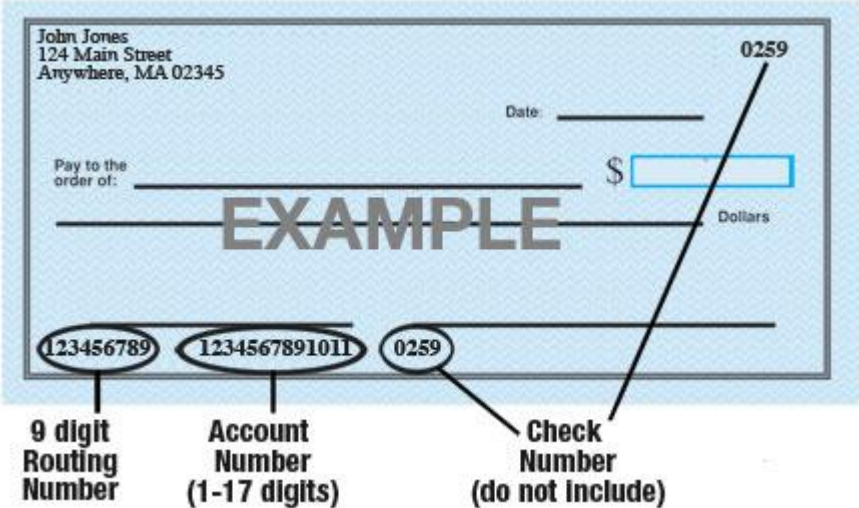
# Direct Deposit Authorization Form

Please print and complete ALL the information below.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_



Name of Bank: \_\_\_\_\_

Account #: \_\_\_\_\_

9-Digit Routing #: \_\_\_\_\_

Type of Account:    Checking    Savings    (Circle One)

*Please attach a voided check for each bank account to which funds should be deposited.*

*RLC Logistics is hereby authorized to directly deposit into account listed above. This authorization will remain in effect until I modify or cancel it in writing.*

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_