

Motor Carrier Services Agreement

Carrier Name:	Tracy Trucking
Carrier Address:	1 Tracy Way Plaza, Springdale, AR 72764
Shipper Name:	Nationwide Distributors
Shipper Address:	500 Distribution Way, Memphis, TN 38116
Initial Term:	12 months
Effective Date:	11/28/2025
Payment Terms:	net 30 days
Standard Cargo Loss/Damage Limit:	\$150,000
High Value Cargo Loss/Damage Limit:	\$300,000
Insurance Requirements:	See Exhibit A
Governing Law State:	State of Tennessee

THIS MOTOR CARRIER SERVICES AGREEMENT (the "Agreement"), effective as of the date on which this Agreement first becomes fully executed (the "Effective Date"), is made and entered by and between the Carrier named above with offices at the address set forth above ("Carrier") and the Shipper named above with offices at the address set forth above ("Shipper") (collectively, the "Parties" and individually each, a "Party").

WHEREAS, Carrier is licensed as a for-hire motor carrier by the Federal Motor Carrier Safety Administration ("FMCSA"), or by appropriate State agencies, and as a licensed motor carrier offers transportation of property; and

WHEREAS, Shipper has a need for transportation services offered by Carrier;

NOW THEREFORE, intending to be legally bound and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Shipper agree as follows:

1. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date listed above, shall remain in force for the initial term of 12 months set forth above, and shall automatically renew for successive one year periods; provided, however, that either Party may terminate this Agreement at any time by giving thirty (30) days prior written notice.

2. CARRIER'S OPERATING AUTHORITY

Carrier represents and warrants that it is duly and legally qualified to provide all transportation services contemplated herein, including that it will hold motor carrier authority issued by the FMCSA and that its drivers will be duly licensed for the provision of the services.

3. FREIGHT CHARGES AND PAYMENTS

Rates and charges applicable to Carrier's services will be agreed in writing by the parties, including via electronic communications. Payment shall be made by Shipper in accordance with the payment terms of net 30 days set forth on the first page of this Agreement.

4. FREIGHT LOSS, DAMAGE OR DELAY

Carrier shall be liable for cargo loss or damage in accordance with the provisions of 49 USC 14706, which liability shall be limited to the lesser of the full value of the landed cost of the goods or the Standard Cargo Loss/Damage Limit of \$150,000 set forth on the first page.

5. INSURANCE

At all times while this Agreement remains in effect, Carrier shall procure and maintain insurance coverage meeting or exceeding the requirements set forth in Exhibit A to this Agreement.

CONFIDENTIAL

Page 1 of 3

6. INDEMNITY

CARRIER SHALL INDEMNIFY AND HOLD SHIPPER AND ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM AND AGAINST, AND PAY AND REIMBURSE, ANY AND ALL LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS, CLAIMS, INTEREST AND EXPENSES (INCLUDING COST OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY FEES), TO THE PRORATED EXTENT CAUSED BY: (I) NEGLIGENCE OR WILLFUL MISCONDUCT OF CARRIER OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR SUBCONTRACTORS; (II) VIOLATIONS OF ANY FEDERAL, PROVINCIAL, STATE OR LOCAL LAW, STATUTE, REGULATION OR RULE BY CARRIER OR ITS EMPLOYEES; OR (III) CARRIER'S BREACH OF THIS AGREEMENT.

7. COMPLIANCE WITH LAW

Both Parties shall comply with all applicable federal, state or provincial laws, rules, or regulations applicable to their operations.

8. SUB-CONTRACT PROHIBITION

Carrier agrees that all freight tendered to it by or on behalf of Shipper shall be transported on equipment operated only under the for-hire motor carrier authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of Shipper.

9. GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL

This Agreement, and any disputes arising therefrom, will be governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the State of Tennessee without regard to or application of its conflicts-of-laws provisions. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

10. MISCELLANEOUS

This Agreement, including any supplements to or revisions thereof, exclusively states the rights and obligations of the Parties and supersedes all other agreements and/or tariffs published or provided by Carrier. If any portion of this Agreement is deemed unenforceable for any reason, such portion shall be severable and the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives.

Carrier

Shipper

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

CONFIDENTIAL

Page 2 of 3

Exhibit A to Motor Carrier Services Agreement

Minimum Insurance Requirements

See attached

[The remainder of this page is intentionally blank]

CONFIDENTIAL

Page 3 of 3

Exhibit B to Motor Carrier Services Agreement

Freight Rates

No.	Origin Code	Origin City	Destination Code	Destination City	Lane	Additional Service	Rate per mile	Miles
1	PHXDC	Phoenix, AZ	410	Atlanta, GA	PHXDC to 410	Regular	\$1.39	1,940
2	PHXDC	Phoenix, AZ	416	Pensacola, FL	PHXDC to 416	Regular	\$1.72	1,790
3	PHXDC	Phoenix, AZ	410	Atlanta, GA	PHXDC to 410	Regular	\$1.48	1,940
4	PHXDC	Phoenix, AZ	412	Mobile, AL	PHXDC to 412	Regular	\$1.77	1,730
5	PHXDC	Phoenix, AZ	445	El Paso, TX	PHXDC to 445	Regular	\$2.94	420
6	PHXDC	Phoenix, AZ	455	Denver, CO	PHXDC to 455	Regular	\$2.15	710
7	PHXDC	Phoenix, AZ	417	Orlando, FL	PHXDC to 417	Regular	\$1.42	2,250
8	PHXDC	Phoenix, AZ	408	Fairfax, VA	PHXDC to 408	Regular	\$1.49	2,390
9	PHXDC	Phoenix, AZ	410	Atlanta, GA	PHXDC to 410	Regular	\$1.63	1,940
10	PHXDC	Phoenix, AZ	405	Memphis, TN	PHXDC to 405	Regular	\$1.68	1,540
11	PHXDC	Phoenix, AZ	440	Santa Fe, NM	PHXDC to 440	Regular	\$2.64	470
12	PHXDC	Phoenix, AZ	409	Charlotte, NC	PHXDC to 409	Regular	\$1.40	2,170
13	PHXDC	Phoenix, AZ	471	Wichita, KS	PHXDC to 471	Regular	\$1.80	1,070
14	PHXDC	Phoenix, AZ	404	Jackson, MS	PHXDC to 404	Regular	\$1.68	1,550
15	PHXDC	Phoenix, AZ	421	Seattle, WA	PHXDC to 421	Regular	\$1.96	1,360
16	PHXDC	Phoenix, AZ	430	Spokane, WA	PHXDC to 430	Regular	\$1.90	1,240
17	PHXDC	Phoenix, AZ	409	Charlotte, NC	PHXDC to 409	Regular	\$1.42	2,170
18	PHXDC	Phoenix, AZ	412	Mobile, AL	PHXDC to 412	Regular	\$1.86	1,730
19	PHXDC	Phoenix, AZ	420	Miami, FL	PHXDC to 420	Regular	\$1.57	2,410
20	PHXDC	Phoenix, AZ	419	Tampa, FL	PHXDC to 419	Regular	\$1.67	2,190
21	PHXDC	Phoenix, AZ	405	Memphis, TN	PHXDC to 405	Regular	\$1.68	1,540
22	PHXDC	Phoenix, AZ	409	Charlotte, NC	PHXDC to 409	Regular	\$1.41	2,170
23	PHXDC	Phoenix, AZ	416	Pensacola, FL	PHXDC to 416	Regular	\$1.95	1,790
24	PHXDC	Phoenix, AZ	406	Nashville, TN	PHXDC to 406	Regular	\$1.89	1,760
25	PHXDC	Phoenix, AZ	404	Jackson, MS	PHXDC to 404	Regular	\$1.97	1,550
26	PHXDC	Phoenix, AZ	410	Atlanta, GA	PHXDC to 410	Regular	\$1.46	1,940
27	PHXDC	Phoenix, AZ	411	Savannah, GA	PHXDC to 411	Regular	\$1.46	2,190
28	PHXDC	Phoenix, AZ	421	Seattle, WA	PHXDC to 421	Regular	\$1.68	1,360

No.	Origin Code	Origin City	Destination Code	Destination City	Lane	Additional Service	Rate per mile	Miles
29	PHXDC	Phoenix, AZ	471	Wichita, KS	PHXDC to 471	Regular	\$2.11	1,070
30	PHXDC	Phoenix, AZ	419	Tampa, FL	PHXDC to 419	Regular	\$1.39	2,190

[The remainder of this page is intentionally blank]

CONFIDENTIAL

Page 4 of 4