

## TRAILER INTERCHANGE AGREEMENT

**THIS TRAILER INTERCHANGE AGREEMENT** (this “**Agreement**”) is entered into as of September 11, 2024 by and between 5F Leasing, LLC (“**Provider**”) and RK LOGISTIC INC (“**User**”). User is a motor carrier contracted to transport freight arranged by Bainbridge Brokerage, LLC (“**Broker**”). In connection with such freight, Broker is managing a drop & hook operation consisting of trailers provided by Provider. In consideration of the mutual undertakings of the parties hereto, as set forth herein, it is agreed that User may interchange owned, leased or controlled trailers (“**Equipment**”) subject to the following terms and conditions.

1. **Equipment.** The term Equipment as used herein shall refer to any trailers owned, leased or controlled by Provider from time to time interchanged by User.
2. **Points of Interchange.** The specific points of interchange shall be at the points designated in the 5F app (the “**5F App**”) in connection with transportation arranged by Broker. The “**Use Period**” will begin as soon as User couples the Equipment to any tractor or other power unit operated by User, its employees, agents, or subcontractors, and the Use Period will terminate upon the earlier of User uncoupling such Equipment at the location set forth in Section 3 below, or upon coupling of the Equipment with any tractor or other power unit operated by a different user designated by Broker. User will perform a walk-around inspection of each unit of Equipment at both the commencement and expiration of any Use Period, and each such inspection shall be documented in an Equipment Receipt in the 5F App identifying any and all damage existing at the time of such inspection. Acceptance of the Equipment by User shall constitute User’s acknowledgement that the Equipment is satisfactory and acceptable and is free from observable defects other than exceptions documented in the Equipment Receipt. Use of any Equipment by User without the preparation of an Equipment Receipt at the commencement of the Use Period shall be deemed as acceptance of all patent conditions and User’s acknowledgment that the Equipment is free of defects reasonably observable during a pre-trip inspection. Any damage noted in the Equipment Receipt completed upon expiration of the Use Period that was not noted in the Equipment Receipt performed at the commencement of the Use Period will be deemed to have occurred during the Use Period.
3. **Use and Return.** User agrees that the Equipment will be utilized only for transportation arranged by Broker and specified in the 5F App, and User will complete promptly and expeditiously the motor vehicle movement and return the Equipment as designated in the 5F App. User shall be responsible for the safe and timely delivery of the Equipment to the location specified in the 5F App, in the same condition as it was first coupled, ordinary wear and tear excepted. User agrees not to interchange Equipment obtained from Provider hereunder with third parties or to use such Equipment for any services beyond those for which the Equipment is originally interchanged.
4. **User’s Responsibilities.** User shall be responsible for all owner operators and their leased power units as if they were User’s own employees and vehicles. Proper identification on tractors is mandatory and is an obligation of the User. User shall have complete control and supervision of such Equipment, and such Equipment shall be operated under its authority while in its possession, and Provider shall have no right to control the detail of the work of any employee or agent operating or using said Equipment during such time. Any person operating, in possession of, or using said Equipment during the Use Period, is not the agent or employee of Provider for any purpose whatsoever. User shall have sole

responsibility for claims for any loss, damage or delay to cargo occurring with respect to Equipment during the period of interchange.

5. **LOSS OR DAMAGE TO EQUIPMENT; TRAILER DAMAGE COVERAGE.**  
**SUBJECT TO THE LIMITATIONS HEREIN, USER IS RELIEVED OF LIABILITY FOR DAMAGE OF OR DESTRUCTION TO (BUT NOT FROM LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, THEFT OR MYSTERIOUS DISAPPEARANCE) TO EQUIPMENT DURING THE USE PERIOD IN EXCHANGE FOR USER'S PAYMENT OF A TRAILER DAMAGE COVERAGE (THE "TDC"). THE DAILY COST OF THE TDC WILL BE AS SET FORTH IN THE PLATFORM UTILIZED BY BROKER AND WILL APPLY TO ANY DAY, INCLUDING ANY PARTIAL DAY, OF THE USE PERIOD EXCEPT THAT USER WILL BE LIABLE FOR THE FIRST \$1,000 OF TOWING AND STORAGE CHARGES INCURRED DUE TO OPERATIONS DURING THE USE PERIOD.** User consents to Broker deducting from settlements otherwise owed to User the amount of the TDC and authorizes Broker to remit such amounts to Provider in satisfaction of the payment obligations set forth herein. If for any reason, User fails to make payment for the TDC, User shall be responsible for, and shall bear all costs and expenses arising from, any physical damage to (including destruction) of, any Equipment (other than normal wear and tear, responsibility for which is addressed in Section 10 of this Agreement) occurring or arising during the Use Period. In the event Equipment is lost, stolen or destroyed (including if the cost to repair exceeds the actual cash value of the Equipment), and User is not otherwise excused from liability due to its purchase of the TDC as set forth above User shall be responsible for the actual cash value of the Equipment in question, which actual cash value shall be furnished to User by the Provider via Broker. In the event User is not otherwise excused from liability due to its purchase of the TDC as set forth above and Equipment is damaged during any Use Period, but the cost to repair does not exceed the actual cash value, User will be responsible for the cost of repair. All such repairs must be completed to the reasonable satisfaction of the Provider.
6. **Taxes.** User shall bear the cost of all federal, state or municipal taxes, fines, fees or charges levied or imposed or arising out of the use of the Equipment while in its possession, until its proper return to Provider.
7. **Indemnification.** Except as expressly provided in Section 5, User agrees to indemnify, defend and hold Provider harmless from and against any and all loss, damage, liability, cost or expense, including but not limited to, attorney's fees, suffered or incurred in connection with injuries or death of any person, or loss of or damage to any property, arising out of use, operation or maintenance of said Equipment during the Use Period.
8. **Insurance.** Before commencing any work hereunder, User shall procure, and shall thereafter maintain in force during the period of this Agreement, all of its own insurance, with insurance companies satisfactory to Provider, covering all of the work and services to be performed hereunder by User and each of its subcontractors:
  - (a) User agrees to maintain for the duration of this Agreement, insurance coverage for owned and hired automobile liability including bodily injury and property damage, with coverage of at least \$1,000,000 combined single limit or the equivalent. Provider shall be named as an additional insured with respect to this policy.
  - (b) Provider shall be named as a certificate holder with respect to each of the foregoing coverages and all certificates of insurance must provide Supplier a minimum of

thirty (30) days' notice of cancellation. User shall provide copies of insurance policies at the request of Provider.

(c) Under no circumstances shall User be considered a "permissive user" under Provider's own automobile liability insurance policy (if any).

9. **Charges.** The compensation and other charges due from User to Provider, and any and all payment mechanism therefor, shall be specified in the 5F App.

10. **Maintenance of Equipment.** Ordinary maintenance and other service adjustments on Equipment occasioned by ordinary use will be:

(a) Absorbed by the User when costs thereof do not exceed \$50.00, exclusive of service charge.

(b) Billed to and borne by Provider in its entirety when costs thereof would exceed \$50.00; provided, however, that Provider's authorization, which may include Provider's selection of repair shop, is obtained prior to commencement of repairs when the costs thereof is estimated to exceed \$100.00. Provider will not be responsible for any other consequential costs. Bills against Provider for ordinary maintenance of Equipment shall be tendered within thirty (30) days from the date the repairs were completed, unless otherwise agreed upon.

11. **Dispute Resolution.** If any suit shall be brought against either party and a judgment recovered which such party will be compelled to pay and the other party shall, under the provisions of this Agreement, be solely liable therefore, such other party on demand shall promptly repay the party paying the same all money which it (the party paying the same) is required to pay, including damages, costs, fees, or other expenses. Neither party shall be bound by any judgment at law or in equity against the other party unless it has had reasonable notice from such other party requiring it to appear in an action or suit and make defense thereto for its own account or jointly with the other party. If such notice shall have been given by either party to the other party and the party receiving the same shall fail to appear and make defense, thereupon it shall be bound by the judgment or decree in the suit. In the event any charge due hereunder remains unpaid more than sixty (60) days from invoice date and Provider thereafter refers collection of such charge to an attorney, User agrees to pay, in addition to said charge, an amount equal to 25% of said charge to represent attorneys' fees and collection expenses.

12. **Miscellaneous.** In the event of any dispute or disagreement arising from or related to this Agreement, such disagreements or disputes shall be submitted to a court of proper jurisdiction in the State of Colorado, and the Parties hereby agree to the exclusive jurisdiction of such court(s). The Parties hereby waive the right to claim lack of personal jurisdiction or inconvenient forum in the event of such suit. The laws of the State of Colorado shall govern this Agreement in all of its aspects, including execution, interpretation, performance and enforcement. This Agreement together with all exhibits shall constitute the entire agreement between the parties, and no oral amendment or modification thereof shall be permitted.

13. **Term and Termination.** This Agreement is in effect from the date shown herein, and shall continue to in effect until terminated by either party giving the other party ten (10) days advance notice of termination, in writing, addressed to the other party. Any

Equipment in possession of the User on the date of termination must be returned to Provider within seventy-two (72) hours. If Equipment is not returned by User and it becomes necessary for Provider to have the Equipment returned, User shall bear all expenses for return of Equipment.

[Signature Page Follows]

**IN WITNESS WHEREOF**, this Trailer Interchange Agreement is executed between the parties as of the date first listed above.

**PROVIDER**  
**5F Leasing, LLC**



By: \_\_\_\_\_  
Name: Troy S. Lee  
Title: Manager

**USER**  
**RK LOGISTIC INC**

By: raman kaur  
Name: raman kaur  
Title: Owner