

1. **Purpose, Definitions and Construction.** The purpose of this Agreement and the financing provided herein is commercial in nature and is not for household, consumer, family and/or personal use. The following terms have been given the following meanings:
 - 1.1. **"Account"** - All "accounts" as defined in the Uniform Commercial Code and all goods represented therefrom, created by the Client.
 - 1.2. **"Account Debtor"** - the obligor on an Account. The person or entity is obligated to pay for an account, including but not limited to, general intangibles and chattel paper.
 - 1.3. **"Account Due Date"** - with respect to a Purchased Account, usually thirty (30) calendar days from the date on which the Initial Purchase Price is paid.
 - 1.4. **"Advance Rate"** - the percentage of the Face Amount of Purchased Accounts immediately available to the Client on the Purchase Date as outlined in the Factoring Service Agreement.
 - 1.5. **"Agreement"** - this Accounts Receivable Purchase Agreement as modified or amended from time to time, and any exhibits or attachments to this Agreement.
 - 1.6. **"Agreement Type"** - the type of agreement outlined the client is enrolled in and specified on the Factoring Service Agreement.
 - 1.7. **"Avoidance Claim"** - any claim that any payment received by BridgeHaul from or for the account of an Account Debtor is avoidable or subject to disgorge under the Bankruptcy Code or any other debtor relief statute.
 - 1.8. **"Buy Out"** - The process by which a client wishes to terminate the agreement with BridgeHaul and Client elects to have a 3rd party pay off all outstanding Purchased Accounts in one or more lump sum payments in the aggregate amount of the total BridgeHaul Investment.
 - 1.9. **"Buy Out Fee"** - A fee of One Thousand Dollars (\$1,000.00) when a client elects to do a Buy Out.
 - 1.10. **"BridgeHaul"** - see preamble.
 - 1.11. **"BridgeHaul Generated Invoices"** - Invoices generated by BridgeHaul pursuant to Section 2.2 hereof.
 - 1.12. **"BridgeHaul Investment"** - with respect to a Purchased Account, the sum of (i) the Initial Purchase Price, plus (ii) all past due fees and charges owed by Client to BridgeHaul relating to said Purchased Account.
 - 1.13. **"BridgeHaul Investment Percentage"** - 100% less than the Reserve Percentage.
 - 1.14. **"Cancellation"** - The agreement may be cancelled pursuant to the terms set forth herein, provided that all Obligations have been met.
 - 1.15. **"Clearance Days"** - Outlined on the Factoring Service Agreement.
 - 1.16. **"Client"** - see Preamble.
 - 1.17. **"Client Generated Invoices"** - Invoices generated by Client.
 - 1.18. **"Closed"** - a Purchased Account is closed upon the first to occur of (i) receipt of full payment by BridgeHaul or (ii) the unpaid balance has been charged to the Reserve Account by BridgeHaul pursuant to the terms hereof.
 - 1.19. **"Collateral"** - all the personal property of the Client wherever located, and now owned or hereafter acquired including all (i) Accounts, (ii) Chattel Paper, (iii) Inventory, (iv) Goods, (v) Machinery (vi) Instruments, including promissory notes, (vii) Investment Property, (viii) Documents, (ix) Deposit Accounts, (x) Letter of Credit Rights, (xi) General Intangibles, (xii) Supporting Obligations, (xiii) cash, (xiv) books and records relating to all the foregoing, and (xv) to the extent not listed above as Collateral, all proceeds, and products of the foregoing.

BridgeHaul and the Client agree that the foregoing description of the Collateral covers all of Client's assets. The words used (i) through (xii) above have the meaning given to them in the Uniform Commercial Code as in effect in Georgia (the "UCC").

- 1.20. **"Collateral Reserve"** - a percentage, if applicable to the Agreement, of outstanding Account Receivables or a specified dollar amount acquired from collections and maintained by BridgeHaul throughout Term.
- 1.21. **"Commercial Terms"** - outlined in the Factoring Service Agreement.
- 1.22. **"Dilution"** - The percentage of chargeback debits divided by the total payments received for any specific period selected.
- 1.23. **"Dispute"** - Any dispute or claim, bona fide or not as to the price, terms, amount, quantity, quality, setoff, claims in recoupment or other defense to payment asserted by an Account Debtor.
- 1.24. **"Early Termination Fee"** - a fee equal to the average fees of the prior three (3) months times the number of months remaining of the then existing term or any Renewal Period after the effective date of termination of this Agreement, or \$2,500.00, whichever is greater.
- 1.25. **"Effective Date"** - the date this Agreement is dated and signed by Client.
- 1.26. **"Eligible Account"** - an Account which is not an Ineligible Account.
- 1.27. **"Email Submission Fee"** - a fee of Five Dollars (\$5.00) per invoice processed via email.
- 1.28. **"Events of Default"** - see Section 17.
- 1.29. **"Exposed Payments"** - Payments received by BridgeHaul from an Account Debtor which has become subject to a bankruptcy proceeding.
- 1.30. **"Face Value"** - The amount presented as due on an Account at the time of Purchase.
- 1.31. **"Factoring Fee"** - As specified in the Factoring Services Agreement multiplied by the original face value of a Purchase Account, for each Factoring Fee Period or portion thereof, computed from Purchase Date by Purchaser through and including the Late Payment Date.
- 1.32. **"Factoring Fee Period(s)"** - As specified in the Factoring Services Agreement, the period in which the corresponding Factoring Fee will be applied to such Eligible Account(s) after payment has been received by Purchaser and after said Clearance Days have passed.
- 1.33. **"Financial Inability"** - Means that the Account Debtor is unable to pay the Client and all other similarly situated creditors in the ordinary course of its business, solely as a result of its financial inability and for no other reason.
- 1.34. **"Funded Amount"** - The face value of an Account multiplied by the Advanced Rate, less any amounts due to Purchaser from Seller.
- 1.35. **"Fuel Advance"** - A percentage of the Face Value of a Purchased Account that is paid to Client before the Client has completed all transportation services associated with the Purchased Account
- 1.36. **"Fuel Advance Fee"** - A percentage fee above and beyond the factoring fee that is assessed on the Face Value of a Purchased Account when a client requests a Fuel Advance.
- 1.37. **"Ineligible Accounts"** - Purchased Accounts:
 - 1.37.1. that do not conform with the representations and warranties set forth in Section 14 of this Agreement.
 - 1.37.2. any portion thereof, for which payment has not been received by BridgeHaul, for any reason.
 - 1.37.3. which are owned by BridgeHaul at the time that Client has committed an Event of Default hereunder.
- 1.38. **"Ineligible Days"** - The number of days, defined in the Factoring Service Agreement, from the date of a

Purchased Account when the Purchased Account is considered Ineligible.

1.39. "Initial Purchase Price" - the product of the Net Face Amount multiplied by the BridgeHaul Investment Percentage related to that Purchased Account.

1.40. "Invoice" - the document that evidence or is intended to evidence an Account. Where the context so requires, reference to an Invoice shall be deemed to refer to the Account to which it relates.

1.41. "Insolvent" - an Account Debtor has become Insolvent if it is the subject of:

- 1.41.1. a petition under any state or federal debtor relief or liquidation statute filed within the Insolvency Period
- 1.41.2. a proceeding under Chapters 11, 7, or 13 of the Bankruptcy Code filed on or after the Purchase Date and within the Insolvency Period, or
- 1.41.3. The Financial Inability of an Account Debtor.

1.42. "Insolvency Period" - The earlier of:

- 1.42.1. the Late Payment Date or
- 1.42.2. the date on which the Seller could be required to repurchase an Account under >>> herein entitled "Repurchase of Accounts".

1.43. "Introductory Period" - outlined in the Factoring Service Agreement.

1.44. "Late Charge" - if a purchased account balance remains beyond the ineligible days, then a fee of 0.50% of the Face Value of a purchased account will be added to the Factoring Fee. For each additional 30 days past the ineligible days 0.50% will be added to the Factoring Fee.

1.45. "Late Payment Date" - The final day on which an invoice is considered not late as represented on the Factoring Services Agreement as the Ineligible Days. Invoices which are not paid after the Ineligible Days become subject to a Late Charge.

1.46. "Loyalty Discount" - a discount on the prevailing factoring fee percentage based on the number of consecutive full years since the first funded invoice. The system will programmatically reduce the factoring fee percentage by 0.10% but not to exceed 0.50% or below the factoring fee of 1.50%.

1.47. "Minimum Monthly Volume" - a minimum of Purchased Accounts per month. A minimum volume of Purchased Accounts per month that may be required by BridgeHaul if the rate provided to the Client is determined based on a large monthly volume. In the event that a Minimum Monthly Volume is required, this requirement will be explicitly discussed, agreed upon, and documented within the system. Such requirements, if applicable, shall be mutually agreed upon between the Parties and will be clearly outlined in the Factoring Services Agreement or an addendum thereto. The Client acknowledges that failure to meet an agreed-upon Minimum Monthly Volume may result in adjustments to the applicable rates, fees, or terms, as set forth in the Agreement.

1.48. "Misdirected Payment Fee" - Fifteen Percent (15%) of the amount of any payment on account of a Purchased Account where said payment has been received by Client and not immediately delivered in kind or the proceeds paid by Client to BridgeHaul.

1.49. "Non-Recourse Account" - A Purchased Account under a Non-Recourse Agreement Type, where BridgeHaul assumes the credit risk when the Account Debtor files for bankruptcy or becomes insolvent before the Account late Payment date. In the event one of these two credit problems occur, the Client will not be obligated to Repurchase the Purchased Account. Non-payment by an Account debtor for all other reasons required that the Client Repurchase the Non-Recourse account as stated in Section 8.

1.50. "Net Face Amount" - the gross amount of a Purchased Account, based on shortest selling terms to which the Account Debtor is entitled.

1.51. "Obligations" - all present and future obligations owing by Client to BridgeHaul, whether or not for the payment of money, whether or not evidenced by any note or other instrument, whether direct or indirect, absolute or contingent, due or to become due, joint or several, primary or secondary, liquidated or unliquidated, secured or unsecured, original or renewed or extended, whether arising before, during or after the commencement of any

Bankruptcy Case in which Client is a debtor, and all principal, interest, fees, charges, expenses, attorneys' fees and accountants' fees chargeable to Client or incurred by BridgeHaul in connection with this Agreement and/or the transaction(s) related thereto.

1.52. "Parties" - Seller and Purchaser

1.53. "Preparation Fee" - A fee of Two Hundred and Fifty Dollars (\$250) associated with the underwriting of the agreement and the removal of the UCC filings that the client will be required to pay under any circumstances defined in Section 28.

1.54. "Prime Rate" - the "prime rate" as set forth in The Wall Street Journal. Purchasers may adjust the Factoring Fee to reflect changes in the Prime Rate.

1.55. "Purchase Date" - the date on which Seller has been advised in writing, or by update to Purchaser maintained website, that Purchaser has agreed to purchase an Account.

1.56. "Purchase Schedule" - a numbered schedule prepared by BridgeHaul listing those Accounts purchased by BridgeHaul from Client.

1.57. "Purchased Account" - an Account which has been purchased by BridgeHaul from Client hereunder.

1.58. "Repurchased" - an Account has been closed pursuant to Section 8.

1.59. "Reserve Account" - a non-interest-bearing account established in the records of BridgeHaul (and not a segregated or separate account), representing the difference between the BridgeHaul Investment and the Net Face Amount of Purchased Accounts.

1.60. "Reserve Percentage" - a percentage of Purchased Accounts until Collateral Reserve achieved, as set forth in Section 4.

1.61. "Reserve Shortfall" - occurs when the Reserve Account balance is less than zero (\$0) dollars.

1.62. "Review Period" - as defined in Factoring Services Agreement.

1.63. "Settlement Amount" - payments received by BridgeHaul as proceeds of Purchased Accounts listed on a Purchase Schedule in excess of the BridgeHaul Investment relating thereto.

1.64. "Seller" - See Preamble.

1.65. "Special Accommodation" - the financial accommodations provide for a fee to Seller in Purchaser's sole discretion as set forth on the Factoring Services Agreement, or in addendum.

1.66. "Term" - The length of time over which the contract will be valid. Also referred to as the Agreement Term. All Agreement Terms are on Auto Renewals.

1.67. "UCC Termination Fee" - A fee of Two Hundred and Twenty-Five Dollars (\$225.00) when a client elects to do a Buy Out.

1.68. "Unnoted Advance Fee" - Ten Percent (10%) or One Hundred Dollars (\$100.00, whichever is greater, of the original face value of any Account which has been sold to Purchaser by Seller whereby any monies have been advanced to Seller against the Account and have otherwise been disclosed to Purchaser in writing prior to Purchase of said Account.

2. Sale and Acceptance of Accounts and Optional Generation of Invoices.

2.1. The Client may tender to BridgeHaul for purchase pursuant to this Agreement certain of its Accounts:

2.1.1. by delivering to BridgeHaul copies of the Client Generated Invoices and any additional backup documentation relating thereto as requested by BridgeHaul; or

2.1.2. by delivering to BridgeHaul the applicable contract governing the Accounts (i.e., the load confirmation or bill of lading), proof of performance or completion of the contract (i.e., proof of delivery), and any

additional backup documentation relating thereto as requested by BridgeHaul to prepare the BridgeHaul Generated Invoices.

- 2.2. If requested to do so by the Client, BridgeHaul shall endeavor to prepare the BridgeHaul Generated Invoices provided that it receives the information and items described in Section 2.1.2 above. BridgeHaul shall send the BridgeHaul Generated Invoice to the applicable Account Debtor and shall provide a copy of such BridgeHaul Generated Invoice to the Client. It shall be the Client's responsibility to timely review each BridgeHaul Generated Invoice and timely notify BridgeHaul of any errors or discrepancy in such BridgeHaul Generated Invoice, but in any event within one business day of receipt of the BridgeHaul Generated Invoice. BridgeHaul shall not be liable for any errors or omissions in the preparation or delivery of any BridgeHaul Generated Invoice.
- 2.3. BridgeHaul will conduct such examination and verification of the Accounts, and such credit investigation of the Account Debtors, as it considers necessary or desirable, and will notify the Client as to which of the individual Accounts tendered by the Client, if any, BridgeHaul elects to purchase from the Client. BridgeHaul shall have the absolute right, in its sole discretion, to reject any or all of the Accounts tendered to it by the Client, irrespective of whether or not BridgeHaul has previously purchased Accounts from the Client or has purchased Accounts of any particular Account Debtor.
- 2.4. Those Accounts which BridgeHaul elects to purchase from the Client shall be listed in a Purchase Schedule sent by BridgeHaul to Client. Client shall have been deemed to have sold to BridgeHaul, and BridgeHaul shall be deemed to have purchased all right, title, and interest of the Client in and to the Accounts listed on the Purchase Schedule.
- 2.5. Notwithstanding anything contained herein to the contrary, the fact that BridgeHaul has agreed to purchase a particular Account or the fact that BridgeHaul has or has not placed a credit limit on Accounts from a particular Account Debtor, is not a representation, warranty, guarantee, promise or any form of surety by BridgeHaul that such Account will be paid by the Account Debtor and does not in any way affect Client's obligations to BridgeHaul with respect to that Account, including but not limited to Client's repurchase obligation set forth in Section 8 hereof.

3. Payment of Purchase Price.

- 3.1. The Initial Purchase Price for each Purchased Account, less any amounts due by Client to BridgeHaul hereunder, shall be paid to the Client in immediately available funds at the time of purchase.
- 3.2. Upon BridgeHaul's review of the introductory period ("Review Period") and at BridgeHaul's sole discretion, shall determine if the combined balance of Accounts purchased from Client meets or exceeds a corresponding average monthly minimum per calendar month ("Monthly Factor Amount"). If it is determined that the total combined balance of Accounts purchased is below a corresponding Monthly Factor Amount at the completion of the Review Period, the corresponding Factor Fee shall be based on the fee table shown in the Factoring Services Agreement, and such rate shall remain the effective rate for the duration of the following Review Period until Factor evaluates the Client's Monthly Factor Amount at the completion of any Review Period.
 - 3.2.1. If it is determined at the completion of any Review Period that the total combined balance is below \$5,000.00, the Factor's Fee in Section 3.1 shall be adjusted to 3.5% and such rate shall remain the effective rates for the duration of the following Review Period until Factor evaluates the Client's Monthly Factor Amount at the completion of any Review Period.

4. Reserve Account.

- 4.1. Refund of Reserve Account, at BridgeHaul's discretion, BridgeHaul shall pay the Settlement Amount to Client, net of any amount due to BridgeHaul by Client hereunder.
- 4.2. BridgeHaul may reduce the Reserve Account by any amounts due from Client to BridgeHaul hereunder.
- 4.3. BridgeHaul may increase the Reserve Account at any time without notice if in the exercise of its reasonable discretion such increase is necessary to reflect events, conditions, contingencies, or risks which do or may affect the value of the Collateral or Client's ability to perform its obligations hereunder.
- 4.4. BridgeHaul may pay any amounts due to the Client hereunder by a credit to the Reserve Account.
- 4.5. Upon termination/cancellation of this agreement, BridgeHaul may retain the Reserve Account:

- 4.5.1. For ninety (90) days thereafter to be applied to payment of any Obligations unknown to BridgeHaul at the time of cancellation or termination, and /or unless and until Client has executed and delivered to BridgeHaul a General Release of Liability.
- 4.5.2. Upon termination of this Agreement BridgeHaul, may retain the Reserve Account unless and until Client has executed and delivered to BridgeHaul a general release in a form acceptable to BridgeHaul in its sole discretion.

5. Fees.

- 5.1. Buy Out Fee.** Client agrees to pay to BridgeHaul upon Buy Out.
- 5.2. Factoring Fee.** The client shall pay on all accounts purchased by BridgeHaul.
- 5.3. Email Submission Fee.** BridgeHaul provides online applications to facilitate invoice submission and provide Client with the best customer experience. If Client decides to submit an invoice via email instead of using the online process, Client will be assessed an additional fee per invoice for manual processing of the emailed documents.
- 5.4. Late Charge.** On demand on all past due amounts due to Purchaser from Seller hereunder and the amount of any Reserve Shortfall.
- 5.5. Misdirected Payment Fee.** Client shall pay any Misdirected Payment Fee to BridgeHaul immediately upon accrual.
- 5.6. Missing Notation Fee.** Client shall pay the Missing Notation Fee on any Account that is sent by Client to an Account Debtor which does not contain the notice as required, immediately upon accrual.

- 6. Clearance Days.** For all purposes under this Agreement, two (2) business day on all checks and electronic funds transfers, Clearance Days will be added to the date on which BridgeHaul receives any payment.

- 7. Account Disputes.** Seller shall notify BridgeHaul promptly of and, if request by BridgeHaul, will settle all disputes concerning any Purchased Account, at Seller's sole cost and expense. BridgeHaul may, but is not required to, attempt to settle, compromise, or litigate (Collectively, "Resolve") the dispute upon such terms, as BridgeHaul in its sole discretion deem advisable, for Seller's account and risk and at Seller's sole expense. Upon the occurrence of an Event of Default BridgeHaul may resolve such issues with respect to any Account of Seller.

- 8. Client Repurchase of Accounts.** BridgeHaul may require that Client repurchase of accounts, by payment of the BridgeHaul Investment, on demand, or, at BridgeHaul's option, by BridgeHaul's charge to the Reserve Account:

- 8.1.** Any Purchased Account which becomes an Ineligible Account.
- 8.2.** Any Purchased Account, the payment of which has been disputed by the Account Debtor obligated thereon, BridgeHaul being under no obligation to determine the bona fide of such dispute.
- 8.3.** Any Purchased Account for which Client has breached its warranty under Section 14 hereunder.
- 8.4.** Any Purchased Account owing from an Account Debtor in which BridgeHaul's reasonable credit judgment has become insolvent; and
- 8.5.** All Purchased Accounts upon the occurrence of an Event of Default or upon the termination date of this Agreement.

9. Exposed Payments.

- 9.1.** Upon termination of this Agreement Seller shall pay to BridgeHaul (or BridgeHaul may retain), to hold in a non-segregated non-interest-bearing account the amount of all Exposed Payments (the "Preference Reserve")
- 9.2.** BridgeHaul may charge the Preference Reserve with the amount of any Exposed Payments which BridgeHaul pays to the bankruptcy estate of the Account Debtor which made the Exposed Payment, an account of a claim asserted under Section 547 of the Bankruptcy Code.
- 9.3.** BridgeHaul shall refund to Seller from time to time that balance of the Preference Reserve for which a claim under Section 547 of the Bankruptcy Code can no longer be asserted due to the passage of the statute of limitations, settlement with the bankruptcy estate of the Account Debtor or otherwise.

- 9.4. BridgeHaul may retain the Reserve Account unless and until the Seller has executed and delivered to BridgeHaul a general release.

10. Collection of Accounts; Special Power of Attorney.

- 10.1. Client shall direct the Account Debtors on Accounts to make payment as directed by BridgeHaul by providing such notation on an Invoice as BridgeHaul shall direct.
- 10.2. Any payments from Account Debtors received by Client contrary to payment instructions given to such Account Debtors shall be delivered in kind to BridgeHaul immediately upon receipt.
- 10.3. Client hereby grants BridgeHaul an irrevocable power of attorney (which, being coupled with an interest, is irrevocable) for the purpose of acting on Client's behalf to:
- 10.3.1. Endorse or sign Client's name on any checks or other instruments which come into BridgeHaul's possession with respect to Accounts.
- 10.3.2. Negotiate, transfer, deposit, and otherwise deal with such checks or other instruments as the sole owner thereof.
- 10.3.3. Settle, compromise, enforce and attempt to collect any Account after the occurrence of an Event of Default.
- 10.4. After an Event of Default, Client hereby grants BridgeHaul an irrevocable power of attorney (which, being coupled with an interest is irrevocable) for the purpose of acting on Client's behalf to change the address for the delivery of mail to BridgeHaul's address and to receive and open mail addressed to Client.
- 10.5. In granting this Power of Attorney, Client hereby cancels and revokes all previous powers of attorney in respect of the matters comprised herein which have been granted to any other person.

11. Security Interest.

- 11.1. As collateral securing the Obligations, Client grants BridgeHaul a continuing priority security interest in and to the Collateral.
- 11.2. Notwithstanding the creation of the above security interest, the relationship of the parties shall be that of purchaser and seller of accounts, and not that of lender and borrower.
- 11.3. To enable BridgeHaul's perfection of its unconditional and unfettered ownership interest in the Purchased Accounts, Client authorizes BridgeHaul to file a UCC Financing Statement so noting such ownership interest.
- 11.4. BridgeHaul shall have the right to offset, recoup, and apply all funds it may receive, including from the reserve account, to satisfy the Obligations owed to it under any Agreement(s) it may have with Seller.

12. Affirmative Covenants.

- 12.1. Client shall provide BridgeHaul with:
- 12.1.1. Access to Client's bank records, including but not limited to bank statements and deposit records, as requested by BridgeHaul.
- 12.1.2. Connectivity to Clients telematic devices installed in client's assets used to perform transportation services.
- 12.1.3. Client's financial statements within thirty (30) days of the close of the Client's prior calendar month, which shall be certified by a responsible officer of Client. Any supporting detail which BridgeHaul may request in connection with its review and analysis of the monthly financial statements of Client shall be furnished to BridgeHaul upon request.
- 12.2. Client shall allow BridgeHaul to enter Client's premises during normal business hours to perform its review of Client's records relating to the Collateral, or for any other purpose reasonably necessary to facilitate this Agreement ("Field Examination").
- 12.3. The client shall pay when due all payroll and other taxes and shall provide proof thereof to BridgeHaul in such form as BridgeHaul shall reasonably require.

13. Notification to Account Debtors. Client will also execute a letter prepared by BridgeHaul stating that BridgeHaul has purchased the Account and that all future payments with respect to the Purchased Account and all other Invoices should be made directly to BridgeHaul at the address provided by BridgeHaul. BridgeHaul will mail these notifications to each Account Debtor.

14. Representations and Warranties.

14.1. Client expressly warrants, represents and covenants as follows:

- 14.1.1. Client shall immediately notify BridgeHaul in writing upon it acquiring any facts which would cause a Purchased Account to become an Ineligible Account.
- 14.1.2. Client has good and indefeasible clear title to the Collateral and has the right, power and authority, subject to all applicable governmental regulations, to sell Purchased Accounts hereunder, and to grant a security interest in the Collateral to BridgeHaul.
- 14.1.3. The Collateral is not subject to, and is free and clear of, any lien, claim, pledge, security interest or encumbrance of any kind.
- 14.1.4. Client is properly licensed, authorized and insured to operate its business under all applicable State and Federal laws in the name designated for Client on the signature page of this Agreement.
- 14.1.5. Client will not assign, pledge, subordinate, give a security interest in or otherwise transfer any Collateral to any entity other than BridgeHaul or its assigns.
- 14.1.6. this Agreement is binding upon Client as well as upon Client's successors, representatives and assigns, and is legally enforceable in accordance with its terms.
- 14.1.7. The client will record its sale of Purchased Accounts to BridgeHaul and make notations recording such sales in its accounting records and books. Client hereby binds itself, its successor and assigns to warrant and forever defend title in and to the Collateral unto BridgeHaul, its successors and assigns, against any and every person whomsoever may assert any claim to the Collateral or any part thereof.
- 14.1.8. Client will not knowingly participate, in any manner, in loads that are double brokered.
- 14.1.9. The Purchased Accounts are and will remain:
 - 14.1.9.1. bona fide existing obligations created by the sale and delivery of goods or the rendition of services in the ordinary course of Client's business.
 - 14.1.9.2. unconditionally owed and will be paid to BridgeHaul without defenses, disputes, offsets, counterclaims, or rights of return or cancellation.
 - 14.1.9.3. not sales to any entity which is affiliated with Client or in any way not an "arm's length" transaction.
- 14.1.10. The client has not received notice of actual or imminent bankruptcy, insolvency, or material impairment of the financial condition of any applicable Account Debtor regarding Purchased Accounts.
- 14.1.11. Client will obtain and maintain insurance on the Collateral in such form and amount as is satisfactory to BridgeHaul in an amount and type not less than what is required by agreement with any Account Debtor. Client will also, upon BridgeHaul's request, cause all of its insurance policies to be endorsed to provide BridgeHaul with lender loss payable and/or additional insured clauses insuring BridgeHaul's interest without regard to any act, fault or neglect of Client. These policies will also provide BridgeHaul with at least thirty (30) days' advance written notice prior to any cancellation or modification of coverage.

14.2. The foregoing representations, covenants and warranties will run to the benefit of BridgeHaul's successors and assigns and will be continuing in nature and will remain in full force and effect until all obligations and sums owing to BridgeHaul by Client have been fully performed, paid and satisfied, whether or not this Agreement is canceled or terminated. Client does hereby bind itself, its successors and assigns, to indemnify and hold BridgeHaul (and its successors and assigns) harmless from any and all cost incurred by BridgeHaul and its successors and assigns, including attorney's fees and court costs, for breach of any warranty expressed in this Section.

15. **ACH/WIRE Authorization.** In order to satisfy any of the Obligations, BridgeHaul is hereby authorized by Client to initiate electronic debit or credit entries through the ACH/WIRE system to any deposit account maintained by Client wherever located.
16. **Avoidance Claims.**
- 16.1. The client shall indemnify BridgeHaul from any loss arising out of the assertion of any Avoidance Claim and shall pay BridgeHaul on demand the amount thereof.
- 16.2. Client shall notify BridgeHaul within two (2) business days of it becoming aware of the assertion of an Avoidance Claim.
- 16.3. This Section shall survive termination of this Agreement.
17. **Events of Default.** Client will be in default of this Agreement upon the happening of any of the following events (herein called "Events of Default"):
- 17.1. the failure by Client to pay any sums due to BridgeHaul.
- 17.2. the happening of any event which results in the creation of a Misdirected Payment Fee.
- 17.3. the failure by Client to provide any reports or other information to BridgeHaul as required hereunder.
- 17.4. the denial to BridgeHaul of access to Client's premises or records as required herein.
- 17.5. the breach of any warranty, covenant or representation made herein or in connection herewith.
- 17.6. the commencement of any insolvency or debtor-relief proceeding by or against Client.
- 17.7. Client's failure to pay any Local, State or Federal tax when due.
- 17.8. the Client or any present or future guarantor of the Obligations becoming indicted or the target of any criminal investigation by any law enforcement authority, or the service of a subpoena or other discovery on the Client in connection with any claim asserted against the Client or any guarantor by any governmental authority.
- 17.9. a sale, hypothecation or other disposition is made of twenty percent (20%) or more of the beneficial interest in any class of voting stock of Client or substantially all of the assets of Client, without the written consent of BridgeHaul.
- 17.10. a merger with another entity without prior written consent of BridgeHaul.
- 17.11. the suspension or discontinuation of business for any reason.
- 17.12. inactive Carrier/Broker Authority.
- 17.13. the failure of Client to indemnify and hold BridgeHaul harmless pursuant to Section 29 herein.
18. **Remedies.**
- 18.1. Upon the occurrence of an Event of Default BridgeHaul may:
- 18.1.1. elect to declare any and all Purchased Accounts to be Ineligible Accounts.
- 18.1.2. declare that all Obligations are immediately due and payable without notice and without opportunity for cure.
- 18.1.3. commence and effect collection of any and all Collateral by whatever means BridgeHaul deems reasonable and necessary, without recourse to judicial proceedings against Client in accordance with applicable law. Client expressly relieves and releases BridgeHaul and its assigns, as the secured party, of any and all liability or responsibility whatever which might arise because of BridgeHaul's or its assign's failure to enforce by judicial process, or otherwise, any Account, or because of its failure to give any notice or make any demand with regard thereto.

- 18.1.4. notify, demand, collect and receive payment directly from all Account Debtors on all Accounts regardless of whether such Accounts are Purchased Accounts.
- 18.1.5. set-off, collect against, and apply to the Obligations any funds of Client in the possession of BridgeHaul, including, without limitation, client's rebate and the Reserve Account.
- 18.1.6. regardless of the remedies exercised by BridgeHaul, Client is liable for any deficiency that remains after the exercise of said remedies and the distribution of the proceeds thereof.
- 18.1.7. charge a default fee of 1.5% times the BridgeHaul Investment per 30-day period or portion thereof.
- 18.2.** BridgeHaul shall have all rights and remedies of a secured party under applicable law, including the right to enter, during normal business hours, upon the premises where any Collateral is located and take immediate possession of such Collateral and remove same from such premises.
- 18.3.** To the extent deemed reasonably necessary by BridgeHaul to aid in the collection of the Collateral, BridgeHaul will have the right to the use of any computer hardware, software, account ledgers, books, records, files, and computer disks used by Client pertaining to the Collateral.
- 18.4.** BridgeHaul may avail itself of all such other rights and remedies as may now or hereafter exist at law or in equity for collection of said sums due and the enforcement of the covenants, warranties and representations herein and resort to any one or combination of such remedies provided hereunder will not prevent the concurrent or subsequent employment of any other appropriate remedy.
- 19. Survival.** All representations, warranties and agreements herein contained on the part of Client shall be effective so long as Obligations remain outstanding.
- 20. Severability of Provisions.** In the event any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, then such provision shall be ineffective only to the extent of such prohibition or invalidity, and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 21. Conflict.** Unless otherwise expressly stated in any other agreement between BridgeHaul and Seller, if a conflict exists between the provisions of this Agreement and the provisions of such other agreement, the provisions of this Agreement shall control.
- 22. Enforcement.** This Agreement and all agreements relating to the subject matter hereof is the product of negotiation and preparation by and among each party and its respective attorneys and shall be construed accordingly.
- 23. Amendment and Waiver.** This Agreement shall not be changed, modified, amended, or terminated except by a writing duly executed by BridgeHaul and Client.
- 23.1.** Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated, nor may any consent to the departure from the terms hereof be given, orally (even if supported by new consideration), but only by an instrument in writing signed by all parties to this Agreement. Any waiver or consent so given shall be effective only in the specific instance and for the specific purpose for which given.
- 23.2.** This Agreement supersedes all other agreements and understandings between the parties hereto; verbal or written, express or implied, relating to the subject matter hereof. No promises of any kind have been made by BridgeHaul or any third party to induce Seller to execute this Agreement. No course of dealing, course of performance or trade usage, and no evidence of any nature, shall be used to supplement or modify any terms of this Agreement.
- 23.3. No. Waiver.** No failure to exercise and no delay in exercising any right, power, or remedy hereunder shall impair any right, power, or remedy which BridgeHaul may have, nor shall any such delay be construed to be a waiver of any of such rights, powers, or remedies, or any acquiescence in any breach or default hereunder; nor shall any waiver of any breach or default of Client hereunder be deemed a waiver of any default or breach subsequently occurring. All rights and remedies granted to BridgeHaul hereunder shall remain in full force and effect notwithstanding any single or partial exercise of, or any discontinuance of action begun to enforce, any such right or remedy. The rights and remedies specified herein are cumulative and not exclusive of each other or of any rights or remedies which BridgeHaul would otherwise have. Any waiver, permit, consent or approval by BridgeHaul of any breach or default hereunder must be in writing and shall be effective only to the extent set forth in such writing and only as to that specific instance Successors and Assigns.

23.4. This Agreement shall be binding upon and inure to the benefit of BridgeHaul, Client, and their respective successors and assigns.

23.5. BridgeHaul may assign its rights and delegate its duties hereunder. Upon such assignment, Client shall be deemed to have attorned to such assignee and shall owe the same obligations to such assignee and shall accept performance hereunder by such assignee as if such assignee were BridgeHaul.

24. Waiver of Statute of Limitations. Our client waives the pleading of any statute of limitations with respect to any and all actions in connection herewith.

25. Jurisdiction and Venue. Client hereby irrevocably agrees that all actions and proceedings arising out of or in any way connected with this Agreement shall be litigated in courts having situs within the County of Henry, State of Georgia, and Client hereby consents and submits to the jurisdiction of any local, state or federal court located within said jurisdiction. Client hereby waives any right it may have to transfer or change the venue of any litigation arising out of or in any way connected with this Agreement.

26. Choice of Law. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of Georgia.

27. Waiver of Trial by Jury. IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING HEREUNDER, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

28. Costs and Expenses.

28.1. Client agrees to reimburse BridgeHaul for all costs and expenses, including attorneys' fees, which BridgeHaul has incurred or may incur in:

- 28.1.1. negotiating, preparing, administering, or enforcing this Agreement and any documents prepared in connection herewith.
- 28.1.2. protecting, monitoring, preserving, or enforcing any lien, security interest or other right granted by Client to BridgeHaul (including travel expenses of BridgeHaul's employees and agents), or arising under applicable law, whether or not suit is brought,
- 28.1.3. connection with any federal or state insolvency proceeding commenced by or against Client, including those(i) arising out of the automatic stay, (ii) seeking dismissal or conversion of the bankruptcy proceeding or (iii) opposing confirmation of Client's plan thereunder.
- 28.1.4. connection with Client's sale of the Purchased Accounts and the grant of a security interest in and to the Collateral (and other accounts receivable) to BridgeHaul, filing fees, public records searches, and other expenses directly related to the sale of the Accounts and the perfection of the security interest. All such direct out-of-pocket expenses incurred by BridgeHaul shall be reimbursed by Client to BridgeHaul on demand.
- 28.1.5. advancing any sums against Client's obligation to indemnify and hold BridgeHaul harmless under Section 33 herein.

28.2. Underwriting Expense. The seller hereby acknowledges and agrees that BridgeHaul will incur significant time and expense establishing this factoring relationship ("Underwriting Expense"). Seller hereby agrees to pay BridgeHaul the Preparation Fee and any other reasonable fees to cover the Underwriting Expense in the event that Seller:

- 28.2.1. Cancels this Agreement without having provided Eligible Accounts equaling at least fifty percent of the Purchased Invoices Limit, for any reason, for purchase to BridgeHaul under this Agreement.

- 28.2.2. Provides no Eligible Accounts for purchase to BridgeHaul for a period of 90 Days.
- 28.2.3. Elects to move their accounts from BridgeHaul to another financing company, or
- 28.2.4. Cancels this Agreement in contravention of Section 29 for any reason whatsoever.

28.3. Buyout Expense. Seller hereby agrees to pay BridgeHaul the Buyout Fee in the event that Seller:

- 28.3.1. Cancels this Agreement and requests a Buyout.

29. Term; Termination; Cancellation.

29.1. Term. This Agreement will be effective for an initial term ("Introductory Period") as defined in the Factoring Service Agreement, commencing with the Effective Date as set forth at the end of this Agreement and will continue thereafter automatically renewing for consecutive **three (3) month** periods ("Renewal Period") unless (i) Client gives written notice to BridgeHaul of its intention to terminate the Agreement at least thirty (30) days prior to the conclusion of the Introductory Period or the then current Renewal Period; and (ii) in the case of termination by Client, payment in full of all Obligations by such anniversary date.

29.2. Early Termination Fee. If the Client seeks to terminate this Agreement other than as set forth in Section 29.1, or if BridgeHaul terminates this Agreement at any time during the term of this Agreement or any Renewal Period due to an Event of Default, the Client shall, at a minimum, be responsible for the Early Termination Fee. At BridgeHaul's discretion, the Buyout Fee, Preparation Fee, and UCC Termination Fee may also be assessed, per this Agreement. Additionally, the right to early termination of this Agreement is at BridgeHaul's sole discretion, and the Client may be required to fulfill the remaining term of the Agreement.

29.3. Continuing Rights. No termination of this Agreement will in any way affect or impair any right of BridgeHaul arising prior thereto or by reason thereof, nor will any such termination relieve Client of any duty to BridgeHaul under, nor deny BridgeHaul any benefit from, this Agreement or otherwise until all of Obligations have been fully discharged.

29.4. No Lien Termination Without Release. In recognition of among other things, Client's indemnification obligations and BridgeHaul's right to have its attorneys' fees and other expenses incurred in connection with this Agreement secured by the Collateral, notwithstanding payment in full of all Obligations by Client, BridgeHaul shall not be required to record any terminations or satisfactions of any of its liens on the Collateral unless and until Client and all guarantors of the obligations have executed and delivered to BridgeHaul a general release in a form acceptable to BridgeHaul in its sole discretion. **Client understands that this provision constitutes a waiver of its rights Client may have under §9-513 of the UCC.**

29.5. Cancellation. This agreement will be effective on the Effective Date and will continue in full force and effect for an Introductory Period equal to the Agreement Term specified in the Factoring Services Agreement and shall be further extended automatically for periods equal to the Agreement Term ("Successive Term(s)") unless cancelled earlier pursuant to this Agreement.

29.5.1. Seller may cancel this Agreement effective at the end of the Agreement Term or at the end of any Successive Term(s) by providing BridgeHaul a written notice of Cancellation at least thirty (30) days, but not more than ninety (90) days, prior to the end of the Agreement Term or Successive Term(s). If Seller is in default of this Agreement at the time notice of Cancellation is given, or subsequently thereafter, such notice shall not be effective, and all provisions of this Agreement shall still apply.

29.5.2. BridgeHaul in its sole discretion may cancel this Agreement:

29.5.2.1. At the end of the Agreement Term or successive term(s) without further notice to the Seller.

29.5.2.2. At any time regardless of Agreement Term or successive term(s) after providing Seller 30 days written notice.

29.5.2.3. In Event of Default, BridgeHaul may cancel this Agreement immediately. If BridgeHaul cancels this Agreement following the occurrence of an Event of Default, upon the effective date of such cancellation, Seller shall pay to BridgeHaul a Cancellation fee equal to Ten Percent of the then existing balance of the face value of Seller's Purchased Accounts or Two Thousand Five Hundred Dollars, whichever is greater, ("Cancellation Amount").

29.5.3. Notwithstanding the foregoing if at the time, Seller has sent an effective notice of Cancellation setting

forth the intended Cancellation date but fails to pay all the Obligations in cash by the intended Cancellation date, then BridgeHaul may, but shall not be required to, reinstate this Agreement as if notice to terminate had not been given.

- 29.5.4. Any payments received by BridgeHaul from any Account Debtor following the Cancellation of this Agreement may be, at BridgeHaul's option:

29.5.4.1. Be applied to repay any outstanding Obligations hereunder.

29.5.4.2. Forwarded to the Seller or Seller's designated agent.

29.5.4.3. Returned to such Account Debtor.

- 29.5.5. BridgeHaul shall Not bear any responsibility or liability with respect to any such payments and shall retain one percent of the amount of any such payments received to cover BridgeHaul's cost of handling such payments.

30. **State Law: Jurisdiction.** This Agreement is accepted, made, and will be governed by the laws of the State of Georgia without regard to conflict of laws principles. All sums due hereunder are payable in the State of Georgia. Both parties waive their right to trial by jury and agree to submit all disputed issues to the judge of any court in which any litigation is pending.

31. **Attorney's Fees.**

- 31.1.** Seller agrees to reimburse BridgeHaul on demand for the actual amount of all costs and expenses, including attorneys' fee, which BridgeHaul has incurred or may incur in:

31.1.1. Negotiating, preparing, or administering this Agreement and any documents prepared in connection herewith, all of which shall be paid contemporaneously with the execution hereof.

31.1.2. Any way arising out of this Agreement

31.1.3. Protecting, preserving, or enforcing any lien, security interest or other right granted by Seller to BridgeHaul or arising under applicable law, whether or not suit is brought, including but not limited to the defense of any Avoidance Claims.

31.1.4. The actual costs, including photocopying (which, if performed by BridgeHaul's employees, shall be at the rate of \$0.10/page), travel, and attorneys' fees and expenses incurred in complying with any subpoena or other legal process attendant to any litigation in which Seller is a party.

31.1.5. The actual amount of all costs and expenses, including attorneys' fees, which BridgeHaul may incur in enforcing this Agreement and any documents prepared in the connection herewith, or in connection with any federal or state insolvency proceeding commenced by or against Seller Including those:

31.1.5.1. Arising out the automatic stay

31.1.5.2. Seeking dismissal or conversion of the bankruptcy proceeding or

31.1.5.3. Opposing confirmation of Seller's plan thereunder.

32. **Miscellaneous.** This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and merges all prior discussion between them. The client may not assign any of its rights or obligations hereunder without the prior written consent of BridgeHaul; however, BridgeHaul may assign any of its rights and remedies. All notices pursuant to the Agreement must be in writing and will be deemed given when (1) mailed postage prepaid by certified or registered mail, return receipt requested, or (2) courier delivered personally to the party concerned at the address set forth herein, or (3) facsimile transmitted to the party concerned at the telecopier number given by the respective party. The provisions of this Agreement are severable and if any of these provisions will be held by any court of competent jurisdiction to be unenforceable, void, or voidable, such holding will not affect or impair any other provision hereof. BridgeHaul may assign its rights and remedies including assignments for financing and/or collateralization purposes. Client consents to BridgeHaul or its assignees conducting a comprehensive due diligence review and financial history investigation relating to Client. This Agreement may be modified or amended only in writing signed by both parties.

33. **Indemnification and Hold Harmless.** Client agrees to indemnify BridgeHaul and hold BridgeHaul harmless from and against all actions, suits, damages, judgments, costs, charges, expenses, attorney fees, and consequence of any liabilities, of any nature asserted against or affect the assets purchased under this Agreement because of Client's actions or failure to act, that devalues or impairs the Collateral under this Agreement, or asserts tort or contract claims against BridgeHaul related to BridgeHaul's entry into this Agreement or BridgeHaul's participation with Client's affiliates, subsidiaries or assigns. BridgeHaul, at its sole election and discretion, may offset against and deduct from the amounts payable to Client, under this Agreement, any unsatisfied liability of BridgeHaul for which Client is obligated to indemnify BridgeHaul under this Agreement. Client consents and stipulates that Client's failure to perform its duty to indemnify and hold BridgeHaul harmless under this Section would result in irreparable and immediate harm, and thus Client agrees to immediate injunctive relief to enforce BridgeHaul's rights hereunder.
34. **USA Patriot Act Notification.** The following notification is provided to Client pursuant to Section 3265 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:
IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan or other extension of credit. BridgeHaul will ask for the name, address, date of birth, and other information that will allow BridgeHaul to identify all of Client's owners. BridgeHaul will also ask for a copy of each owner's driver's license or other identifying documents. Client acknowledges and consents to criminal and civil background screenings of Client and all Client's owners.
35. **Reserve of Right to Amend.** We reserve the right to change or modify any of the terms and conditions contained in the Terms and Conditions, at any time and in our sole discretion. Any changes or modification will be effective immediately upon electronic notification of the revisions via email or posting on our sites, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued submission of Purchased Accounts following the posting of changes or modifications will confirm your acceptance of such changes or modifications.