

Instructions for Completing CAROLINAS RELOAD's Motor Carrier Access Agreement

All motor carriers, prior to accessing a Rail Resources of NC Inc. (dba CAROLINAS RELOAD) terminal, must obtain, at the corporate level, a Motor Carrier Access Agreement from CAROLINAS RELOAD and shall provide a signed copy thereof to CAROLINAS RELOAD. Motor carriers using the terminal are expected to abide by the provisions of this Access Agreement, CAROLINAS RELOAD's Service Terms and Conditions and any additional documents, local or otherwise, adopted by CAROLINAS RELOAD.

Required Action:

Please find enclosed the Motor Carrier/Contractor Access Agreement and Operating Provisions. Once you have had the opportunity to review, please complete the following:

- Fill out, sign and fax or email the Motor Carrier/Contractor Access agreement to CAROLINAS RELOAD.

Fax: (704) 994-9111

Email: Inquiries@CarolinasReLoad.com

The effective date is the same date the agreement is signed.

- Modify your company's certificate of liability insurance to include CAROLINAS RELOAD as an additional insured under its Commercial General Liability and Auto insurance policies, in accordance with the CAROLINAS RELOAD Service Terms and Conditions.

Also, modify your company's certificate of liability insurance to provide, in accordance with the CAROLINAS RELOAD Service Terms and Conditions and where permitted by law, a waiver of subrogation for your company's Workers' Compensation insurance policy, in favor of CAROLINAS RELOAD or Rail Resources of North Carolina, Inc.

- CAROLINAS RELOAD's insurance requirements are as follows:
 - Commercial General Liability Insurance: \$1,000,000 per occurrence
 - Automobile Liability Insurance: \$1,000,000 per occurrence
 - Worker's Compensation Insurance: Statutory Amounts with waiver of subrogation where permitted by law
 - Employer's Liability Insurance: \$1,000,000 per occurrence per employee
- Ensure your insurance company adds CAROLINAS RELOAD to its regular Certificate of Liability Insurance distribution.

CAROLINAS RELOAD
200 Kitty Bennett Road
Wadesboro, NC 28170

Please do not place any individual's name within 'Certificate Holder' field.

If you have any questions please do not hesitate to contact CAROLINAS RELOAD at (704) 694-3333.

Motor Carrier/Contractor Terminal Access Agreement

This Motor Carrier/Contractor Terminal Access Agreement (the "Agreement") is made by _____ ("Motor Carrier/Contractor") in favor of Rail Resources of NC Inc. (dba "CAROLINAS RELOAD") in consideration of CAROLINAS RELOAD's agreement to permit Motor Carrier/Contractor access to CAROLINAS RELOAD's terminals ("Terminals") for the sole purpose of performing the Activities, as defined below.

1. **Term.** This Agreement shall become effective as of the ___ day of _____, 201__ and shall continue until terminated by either party on thirty (30) days' prior written notice to the other party or, in the event of breach of this Agreement by Motor Carrier/Contractor, by CAROLINAS RELOAD immediately on delivery of written notice of termination to Motor Carrier/Contractor.

2. **Compliance with Service Terms and Conditions and Applicable Law.** Motor Carrier/Contractor acknowledges that it has received a current copy of CAROLINAS RELOAD's Service Terms and Conditions (the "Terms and Conditions"), incorporated in the Agreement by reference, and has reviewed them, including, in particular, the Motor Carrier Operating Provisions and General Terms and Conditions. Motor Carrier/Contractor shall, and shall cause its employees, contractors and agents to, abide by all operating, health, and safety requirements, policies, and procedures and other commitments set forth in the Terms and Conditions, as the same may be amended from time to time, and all other CAROLINAS RELOAD requirements, policies and procedures, as well as any and all applicable federal, state, local and trade laws, rules, regulations, ordinances, codes, judgments, orders and decrees applicable to Motor Carrier/Contractor's Activities within the Terminals, including, but not limited to, the rules of the Association of American Railroads, Worker's Compensation regulations, and OSHA regulations, as applicable. CAROLINAS RELOAD will, if provided by Motor Carrier/Contractor with a non-PO Box mailing address, endeavor to notify Motor Carrier/Contractor of amendments to CAROLINAS RELOAD's Service Terms and Conditions. Failure, however, of CAROLINAS RELOAD to provide notice shall not relieve Motor Carrier/Contractor from complying with all amendments to the Terms and Conditions.

3. **Release and Indemnity.** Motor Carrier/Contractor hereby releases, and agrees to indemnify and hold harmless, CAROLINAS RELOAD, its parent, affiliates and contractors and their respective directors, officers, employees, subcontractors, agents, successors and assigns (collectively for the purposes of this Agreement, the "CAROLINAS RELOAD Parties") from any and all Damages (as defined below), directly or indirectly, caused by, arising out of or relating in any manner to Motor Carrier/Contractor's or its employees', agents', contractors' or invitees' negligence, intentional misconduct, failure to comply with one or more terms or conditions of this Agreement, or presence at or use of the terminals, except to the extent caused on a comparative fault basis by the negligence or intentional misconduct of the CAROLINAS RELOAD Parties. These release and indemnity obligations shall survive the completion or termination of Motor Carrier/Contractor's use of or presence at the terminals and the termination, expiration, or non-renewal of any agreement related thereto. For purposes of this Agreement, the term "Damages" shall mean any and all claims, causes of action, lawsuits, losses, damages, liabilities, fines, penalties, payments, costs, and expenses, including, without limitation, attorneys' and experts' fees and court costs.

4. **Relationship of Parties.** This Agreement shall not be construed to create between Motor Carrier/Contractor and CAROLINAS RELOAD any relationship as principal and agent, joint venturers, partners, or otherwise participants in a joint or common undertaking.

5. **Activities and Addendum.** Activities to be engaged in by Motor Carrier/Contractor include the delivery and/or removal of trailers, and may include, without limitation, the transloading of material from or to a trailer for the benefit of Motor Carrier/Contractor's customers (the "Activities"). Additional Activities if any, to be engaged in by Motor Carrier/Contractor and related insurance requirements and additional provisions, if any, are

described on the Addendum attached hereto and incorporated herein by reference (the "Addendum").

6. Entire Agreement. This Agreement, the Terms and Conditions and the Addendum contain the sole understanding and agreement between the parties with respect to this Agreement and supersede any prior or contemporaneous oral or written discussions, agreements, understandings or correspondence. Any revisions or amendments to this Terminal Access Agreement must be approved in writing and signed by Motor Carrier/ Contractor and CAROLINAS RELOAD.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of this Agreement may be effected by facsimile.

AGREED AND ACCEPTED:

_____ / _____

Authorized Motor Carrier/Contractor Representative's Signature

_____ / _____

Name of Motor Carrier/Contractor

ADDENDUM

1. Description of Activities:

2. **Insurance Requirements:** Motor Carrier/Contractor shall procure and maintain during the term of this Agreement, at its own expense, the following insurance coverages, in at least the types and amounts specified:

- a. Commercial General Liability Insurance: \$1,000,000 per occurrence, naming CAROLINAS RELOAD as an additional insured and containing contractual liability coverage
- b. Automobile Liability Insurance: \$1,000,000 per occurrence, naming CAROLINAS RELOAD as an additional insured and covering owned, hired or non-owned motor vehicles
- c. Worker's Compensation Insurance: Statutory Amounts with waiver of subrogation where permitted by law
- d. Employer's Liability Insurance: \$1,000,000 per occurrence per employee

Policies shall contain waiver of subrogation rights endorsements and shall not have an exclusion for liability relating to railroad operations. Such policies shall further require that CAROLINAS RELOAD be given at least thirty (30) days' prior written notice of any cancellation or modification of such policies.

Prior to accessing a terminal, a motor carrier must provide CAROLINAS RELOAD with certificates of insurance evidencing such coverages. The insurance and limits insured as shown above shall not limit, or be considered to limit, in any way motor carrier's liability hereunder, nor an agreement by CAROLINAS RELOAD or its affiliates to assume liability in excess of said amounts or for risks not insured against.