

## CONFIDENTIAL TRANSPORTATION SERVICES CONTRACT

THIS CONFIDENTIAL TRANSPORTATION SERVICES CONTRACT (the "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between Steel and Pipe Supply Company, Inc. a Kansas corporation whose principal place of business is located at 555 Poyntz Avenue, Manhattan, Kansas 66502 ("SPS") and [BROKER], a \_\_\_\_\_ corporation whose principal place of business is located at [ADDRESS] ("Broker").

### RECITALS:

WHEREAS, SPS requires the services of for-hire motor carriers for the transport of its shipments of commodities;

WHEREAS, Broker desires to arrange for the services of for-hire motor carriers and desires to provide such transportation services to SPS in accordance with the terms and conditions of this Agreement;

WHEREAS, Broker and SPS both understand that this Agreement does not bind the respective parties to mutually exclusive services to each other, and that SPS may enter into similar contracts with other motor carriers or brokers, and Broker may enter into similar contracts with other shippers and/or receivers;

NOW THEREFORE, that in consideration of the covenants and agreements described in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM. The initial term of this Agreement shall commence on the Effective Date and be in effect until August 1, 2016 unless terminated sooner as provided herein. After the initial term, this Agreement shall continue in full force and effect unless terminated at any time by either party by giving the other party thirty (30) days written notice in advance of such termination date.

2. TRANSPORTATION SERVICES. SPS agrees to tender to Broker for highway transportation, in a timely manner, shipments of Commodities from origin to destination as specified in Schedules attached hereto and incorporated by reference herein. Broker agrees to provide transportation services to SPS, throughout US, Canada and Mexico, arranging for the carriage of its Commodities in accordance with the terms and conditions of this Agreement and in particular:

(i) to arrange for the transport of SPS's Commodities from the points of origin to destinations located at such premises as are set out in Schedule F to this Agreement.

(ii) to arrange for the transport of SPS's Commodities at such rates and charges as are set out in Schedule B to this Agreement; and

(iii) to arrange for the transport of SPS's Commodities in accordance with the quality service standards as are set out in Schedule C to this Agreement.

This Agreement does not grant Broker an exclusive right to perform transportation ~~or~~ brokerage services for SPS, and SPS does not guarantee any specific amount or number of shipments, tonnage or revenue to Broker. Broker understands and agrees in performing services under this Agreement that time is of the essence in the pickup, transportation and delivery of individual shipments and agrees to use all reasonable means to meet all mutually agreed prearranged pickup and delivery times.

### 3. PERSONNEL REQUIREMENTS.

(a) Broker shall require carriers to furnish only orderly, safe and competent personnel to perform the agreed services noted herein. Truck drivers must be aged of at least 21 years old, have a valid driver's license, be properly trained with respect to the safe handling and transport of Commodities and dangerous goods, wear a clean uniform at all times with safety shoes, and any other safety equipment if applicable. Broker warrants that all of its personnel handling Commodities shall be equipped with the appropriate personal safety equipment (boots, goggles, gloves, clothing, etc.). Broker warrants that all its personnel shall be fully trained in the proper and safe handling of Commodities, and shall be properly and adequately supervised at all times. In the event any of Broker's personnel are, in SPS's opinion, objectionable, deemed unsafe or disorderly in performing the services, upon receipt of SPS's complaint, Broker shall immediately investigate and if SPS's complaint is verified, such personnel shall be forthwith removed from active participation in the performance of services and shall not be allowed to return without SPS's prior written consent.

(b) Broker personnel shall at all times be in compliance with rules, regulations and standard operating procedures in force at premises located at origin and destination points. The Broker hereby acknowledges that in the event that Broker or Broker personnel fails to follow any of the rules, regulations and standard operating procedures currently in place at a SPS facility, SPS will to take any or all actions available to it required to ensure compliance, acting reasonably and lawfully, including without limitation charging the Broker penalties and fines, escorting driver off property, serving notice of default under this agreement or immediately terminating this Agreement.

(c) Prior to commencing any services under this Agreement, Broker shall have adopted and thereafter shall maintain and enforce a comprehensive substance abuse program, to ensure that Broker's employees do not present any substance abuse related risks. Broker shall provide SPS with a certificate establishing the existence of its substance abuse program and its compliance with applicable laws.

(d) Broker shall maintain, and cause its personnel to maintain, the highest standards of professionalism in the performance of the services to be provided to SPS. Neither Broker nor

any of its personnel shall take any action that adversely affects the public image, good will or reputation of SPS. Broker shall contractually require to ensure that the arranged motor carriers and their personnel are bound by the aforementioned obligations.

4. OPERATING LICENSES AND PERMITS. Broker shall contractually require to ensure that the arranged motor carriers be responsible for obtaining and maintaining all transportation licenses, registrations and permit requirements under any applicable federal, state, provincial, municipal, and foreign laws, regulations, ordinances, by-laws and codes in order to lawfully provide the transportation services and the related services contemplated by this Agreement to SPS. Broker warrants that it does contractually require the arranged motor carriers to be in compliance with respect to all such transportation licenses, registrations and permit requirements and that it shall contractually require to ensure that the arranged motor carriers maintain in good standing at all times all such transportation licenses, registrations and permit requirements during the term of this Agreement. Broker shall be responsible for obtaining and maintaining its' own brokerage licenses, registrations and permit requirements. Broker warrants that it is in compliance with respect to all brokerage licenses, registration and permit requirements and that it shall maintain in good standing at all times all such brokerage licenses, registrations and permit requirements during the term of this Agreement. Broker shall only arrange the use of motor carriers who shall at all times during the term of this Agreement maintain a transportation safety rating of "SATISFACTORY", if rated. Any change in a motor carrier's safety rating to other than "SATISFACTORY" shall be grounds for SPS to immediately terminate this Agreement by written notice to Broker. Broker shall provide SPS, to the extent available, prior to the Effective Date of this Agreement and upon request from time to time the following documents:

- All operating licenses required in order to provide transportation services in the jurisdictions covered by this Agreement;
- All certificates of insurance policies required in order to provide the transportation services under this Agreement;
- All safety records indicating the arranged motor carrier's safety rating in the jurisdictions covered by this Agreement; and
- All in-house safety programs.

Broker shall provide the aforementioned documents listed hereinabove to SPS each time any such document is amended or modified. Broker shall contractually require to ensure that the arranged motor carriers provide competent and fully trained drivers possessing a valid Commercial Driver's License. Broker shall contractually require to ensure that that all drivers are properly trained with respect to motor carrier operations, motor carrier safety, and cargo claim prevention and procedures.

5. EQUIPMENT. Broker shall contractually require carriers to only use suitable and adequate motor transport vehicles and equipment for the transport of shipments under this Contract in good, clean and safe operating condition. Broker shall contractually require that the arranged motor carriers operate and maintain the motor transport vehicles in good working condition and in compliance with all applicable laws and regulations. In this Agreement, supply of “suitable and adequate motor transport vehicles” shall be interpreted to mean the supply of equipment that is safe, clean and free from defect and in conformity with all applicable federal, state, provincial and applicable foreign laws and regulations. Broker shall contractually require to ensure that the arranged motor carriers comply strictly with SPS’s and consignee’s terminal rules and operating practices. Broker shall contractually require to ensure that the arranged motor carriers have an in-house maintenance and safety program which meets the requirements of all applicable laws and regulations.

6. INSURANCE. Broker shall contractually require to ensure that each and every of its motor carriers shall at all times during the term of this Agreement take out, carry and maintain, with a reputable insurance company or companies, policies of insurance acceptable to SPS, with the following limits of not less than indicated for the respective items:

(a) where required by laws pertaining to Workers’ Compensation, register for coverage and maintain all contributions and assessments required on an up-to-date basis, paying all of them as required;

(b) normal and customary motor carrier’s comprehensive general liability insurance covering the motor carrier’s legal liability, in the amount of at least \$1,000,000.00 per occurrence;

(c) automobile liability insurance, covering equipment owned, operated or leased by the motor carrier, used in connection with the Services and providing at least \$1,000,000.00 in coverage for injury, death or property damage from each accident; and

(d) Cargo liability insurance covering the loss of or damage to cargo in the amount of at least \$100,000.00 per occurrence.

Broker shall at all times during the term of this Agreement take out, carry and maintain, with a reputable insurance company or companies, policies of insurance acceptable to SPS, with the following limits of not less than indicated for the respective items:

(x) Normal and customary Broker’s comprehensive general liability insurance covering the motor carrier’s legal liability, in the amount of at least \$2,000,000.00 per occurrence;

(y) Cargo liability insurance covering the loss of or damage to cargo in the amount of at least \$100,000.00 per occurrence.

Broker agrees to name SPS as “an additional insured party” in the above referenced insurance policies in (x) and (y). Broker shall request the insurer to notify SPS of the cancellation or modification of any such insurance policy at least THIRTY (30) DAYS prior to such cancellation or modification date.

7. SAFETY. Broker will immediately notify SPS if (i) Broker is served with notice of violation of any law, regulation, permit or license which relates to the services; (ii) proceedings are commenced which could lead to revocation of permits or licenses which relate to the services; (iii) any permit, license or other government authorization relating to the services is revoked or suspended or any process has been initiated for a revocation or suspension; or (iv) Broker becomes aware that any motor carrier vehicles or equipment which are used or proposed to be used in connection with the services are not in compliance, or may fail to comply in the future with applicable laws or regulations. Upon notification, SPS may, notwithstanding anything contained in this Agreement to the contrary, immediately terminate this Agreement or, at SPS’s sole option, suspend the Agreement until the time as the situation referenced in the notice has been remedied.

Broker shall contractually require the arranged motor carriers to and shall periodically verify they maintain and enforce safety prevention programs in compliance with all applicable laws and regulations with respect to:

- \* Vehicle inspection and preventive maintenance;
- \* Driver’s maximum hours of service;
- \* Handling and transport of dangerous Commodities; Highway safety standards; Fuel handling and dispensing.

Broker shall provide SPS with a copy of all of the abovementioned Broker safety prevention programs prior to the Effective Date of the Agreement.

8. WORKERS’ COMPENSATION. Broker shall contractually require to ensure that each and every of its motor carriers shall be responsible for Worker’s Compensation Insurance of its employees and agrees to indemnify SPS against any and all claims or legal actions or decisions. If any claims for Worker’s Compensation or awards are asserted against SPS by any of motor carrier’s employees or, in the event of death, by their personal representative(s), the motor carrier shall indemnify and hold SPS harmless from any claim(s) to the extent of all benefits, awards, costs of litigation, disbursements and attorney’s fees against such claim(s) that SPS incurs except to the extent of SPS’s negligence. Broker shall provide evidence of compliance with Worker’s Compensation laws and regulations. Specifically, Broker shall ensure that all Worker’s Compensation payments are current for all applicable jurisdictions, and shall provide SPS with a clean certificate of good standing with respect to same upon demand by SPS. SPS may withhold any payment due to Broker if it becomes aware that Broker has failed to pay Worker’s Compensation dues.

9. LIABILITY AND CLAIMS.

(a) Broker and its motor carriers, in performing freight transportation services pursuant to this Agreement, shall be liable to SPS for the full value of any loss of, or damage to Commodities, up to a maximum amount of \$100,000 per truckload shipment. Broker shall contractually require the arranged motor carriers to be bound by the liability provisions of this Agreement. Broker agrees that any cargo loss or damage in connection with the transport of Commodities under this Agreement shall not be subject to any limitation of liability, except if expressly stipulated in this Agreement, and shall be in addition to any other liability arising under other provisions of this Agreement. In no instance shall Broker or contracted carriers be liable for consequential, special, incidental damages, fines, chargebacks, liquidated damages or penalties, whether or not such damages were reasonable foreseeable, unless the type and amount are specifically agreed to in a signed writing at least 24 hours prior to shipment. In the event SPS gives written notice of a declared value in excess of \$100,000.00 per shipment at least 24 hours prior to the tender of a shipment to Broker, and Broker accepts such shipment, Broker's liability shall be limited to the amount stated or declared in such prior written notice of valuation. For purposes of this section, "full value" shall mean the invoice value of the Commodities at the place and time of shipment.

(b) In the case of loss of Commodities, SPS must submit a written notice of claim to Broker within nine (9) months from the date of shipment.

(c) In the case of damages to Commodities, SPS must submit a written notice of claim to Broker within nine (9) months from the date of delivery of the shipment.

(d) Broker shall acknowledge receipt of notice of claim within thirty (30) days of the date of the notice of claim. Broker shall provide SPS with a copy of the relevant signed bill of lading, the SPS Receiving Report, the Return Authorization Number, if applicable, and any other document attesting what was done with the damaged Commodities, within fourteen (14) days of receipt of such documents.

(e) SPS shall submit a final written claim within nine (9) months from the date of the delivery or scheduled delivery. Broker shall submit payment of claim or contest claim within one hundred twenty (120) days of the date of the final written claim.

(f) Broker's failure to pay or contest claim within one hundred twenty (120) days of the date of the final written claim may result in the claim being deducted by SPS from Broker's invoices for movement of freight with Broker written consent.

(g) In the event that damaged Commodities are refused by the consignee, Broker's contracted carrier shall request that the consignee clearly indicate the damaged Commodities on the Bill of Lading, and shall return the damaged Commodities to the Vendor without charge if there is the reasonable possibility of salvage or the refusal was due to carrier's fault. In addition, Broker shall immediately contact the Vendor via email or fax for a Return Authorization (RA) Number, quote that RA# on the Bill of Lading, and make an appointment in order to return the shipment at origin. Broker shall also obtain a Return Authorization (RA) Number prior to returning overages. Broker shall provide a copy of the Proof of Delivery with each request for a

Return Authorization Number.

(h) In the case of overages of pieces, Broker's contacted carrier shall be responsible for the return of the pieces to the point of origin at its cost except if the overages were duly noted on the bill of lading and signed for.

(i) The consignor and contracted carriers shall be responsible to determine the exact count of the Commodities at the point of origin of the shipment when picking up Commodities from the vendors listed in Schedule D.

(j) For shipments originating from the abovementioned origins, Broker agrees that each and every shipment of Commodities shall require a driver count and shipper load, or a shipper load and count. Broker's contracted carrier shall deliver freight in full quantity as per the Bill of Lading and shall not deliver partial shipment unless prior authorization is received from SPS. In the event of shortages, a warehouse count shall be made in order to verify the findings of the consignee as per the Proof of Delivery. If the warehouse count confirms that the shortage was caused by shipping error at origin, Broker shall not be liable for such shortage. If the warehouse count confirms that shipment count at origin was accurate, the parties agree that it shall be presumed that Broker lost products entrusted in its care. In the event that the Commodities are subsequently found, Broker shall be credited for any claims. For all other vendors, Broker shall count the number of pieces and note the piece count on the bill of lading.

(l) In the event that the vendor substitutes Commodities within a shipment, the consignee may refuse the substituted Commodities if the consignee does not carry such Commodities. Broker shall return substituted Commodities to vendor at vendor's expense. However, when Broker is only required to count pieces, Broker shall not be required to return substituted Commodities to the origin.

(m) Broker shall advise contracted carriers not, at any time, deliver freight in excess of the quantity specified on the Bill of Lading. Broker shall verify and identify all overages with the Shipper.

10. SALVAGE. Broker has no right to salvage or to dispose of Commodities except, in each case, with the prior written consent of SPS, which consent may be granted or withheld in SPS's sole objectively reasonable discretion. Where SPS withholds consent to Broker's salvage of Commodities that have been contaminated or otherwise damaged, Broker will dispose of the Commodities as directed by SPS in writing. SPS specifically prohibits the unauthorized resale, transportation or disposal of its Commodities. Broker warrants that notwithstanding any rule, regulation, or customer usage otherwise applicable, it shall contractually ensure that no underlying carrier retained by it resells or otherwise disposes of shipment(s) in its custody without the express written consent of SPS.

11. INDEMNIFICATION. Except to the extent caused or contributed by any Indemnitee, Broker agrees that it will protect, defend, indemnify, and hold SPS, any corporation affiliated with SPS (collectively each a "SPS Affiliate"), and any owner of real property leased, licensed or otherwise occupied by a SPS Affiliate at which Commodities are stored,

delivered or picked up by an arranged motor carrier, and their respective officers, directors, employees and agents (collectively “Indemnitees”) harmless from and against any and all losses, liabilities, costs, demands, claims, suits, actions, proceedings, fines, penalties, causes of action and governmental orders (collectively “Claims”) which may at any time be brought against any Indemnitee, including without limitation death of or injury to any person or damage to or loss of any property, which in any manner may arise from, or out of, or occur in connection with:

(a) negligent acts or omissions of Broker, its agents, subcontractors, employees or other parties from which Broker is legally responsible both in providing brokerage transportation services or otherwise performing its obligations under this Agreement;

(b) any breach of this Agreement by Broker, agents, subcontractors, employees or other parties from which Broker is legally responsible; and

(c) any spill, leakage, overflow or similar event involving gasoline, diesel fuel or other hydrocarbon product resulting from the actions or omissions of Broker on or about the property of any Indemnitee.

The indemnification herein provided for shall include, but shall not be limited to all costs, expenses, and legal fees and costs incurred or payable by any Indemnitee in defending or settling such Claims or in investigating same.

12. TAXES. Broker shall pay all taxes, assessments, excises, impositions, licenses, and fees (including interest or penalties, if any) levied, assessed, or imposed upon or on account of the execution of the services under this Agreement or its receipts therefrom or on the materials therefore. When required to do so by law, SPS shall have the right to withhold provincial or federal taxes and pay such taxes to the province, or to delay payment hereunder up to the amount of the tax in cases where SPS is required to obtain clearance from the province that Broker has satisfied its tax liability to that province before SPS may make final payment to Broker. Broker hereby accepts exclusive liability for any and all federal and provincial taxes relating to its provision of transportation services and in connection with unemployment compensation laws, as well as all interest and penalties provided for in such laws, or in any similar laws which may hereafter be enacted, with respect to the wages and salaries paid to Broker’s employees for services performed in connection with this Agreement. Broker shall indemnify SPS from any responsibility for these obligations should Broker fail to make payment.

13. WEIGHT OF SHIPMENTS. Loads are intended to be no more than legal maximum highway weight limit. SPS shall be responsible for any overweight charges, fines, penalties, damages and/or judgments occasioned by overweight shipments and shall indemnify and hold Broker harmless therefrom. After having each shipment weighed, the arranged motor carrier’s driver shall acknowledge the proper weight of each shipment by signing the scale ticket accompanying each shipment.

14. BILL OF LADING. Broker and SPS recognize and acknowledge that an accepted practice of the transportation industry is the preparation of bills of lading by companies tendering



goods for transportation by carriers, and the tender of bills of lading to carriers at points of origin of shipments. Each shipment shall be evidenced by a bill of lading or other receipt. Such bill of lading or receipt is to be signed by the arranged motor carrier and will show the kind, condition and quantity of Commodities received and delivered at the loading and unloading points. Such bill of lading shall be evidence of receipt of the Commodities by the motor carrier in good order and condition or as may be otherwise noted on the face of such receipt. In the event and to the extent of a conflict between the provisions of this Agreement and the terms, conditions, and provisions of a bill of lading, manifest, or other form, or in the event such terms, conditions or provisions are not addressed by this Agreement, the terms, conditions and provisions of this Agreement shall prevail and govern for all purposes.

15. DEFAULT. Except as otherwise specifically provided herein, if any Party defaults in any material covenant, condition, or obligation of this Agreement, which is not excused in writing and continues for a period of thirty (30) days following a written notice to the defaulting Party, the non-defaulting Party may, without prejudice to its other rights and recourses, as foreseen under this Agreement, terminate the Agreement. All sections of this Agreement and attached schedules are material covenants. If Broker should be adjudged bankrupt or is caused to make a general assignment for benefit of creditors; or, if a receiver is appointed, or if Broker defaults upon any of its financial obligations, SPS may, without prejudice, terminate the Agreement by giving Broker, or receiver; or the trustee written notice, terminating the Agreement effective upon the date specified in the notice.

16. CONFIDENTIALITY. Broker recognizes that it may be exposed to or generate confidential information otherwise not publicly known, which relates to SPS or its affiliates' affairs. Broker agrees not to disclose to any outside source, nor use for its own benefit, directly or indirectly, any such confidential information unless specifically authorized in writing by SPS. Without limiting the generality of the foregoing, Broker agrees such confidential data may include, but not be limited to, information regarding Customer Lists and Information, Financial Information or computer security passwords. All such data and SPS property shall be returned to SPS when this Agreement or Broker's services are terminated. Broker shall contractually require all of its motor carriers to be bound by the aforementioned confidentiality obligations.

17. SPS AFFILIATED COMPANIES. The present Agreement shall be applicable to any SPS Affiliate provided that SPS notifies Broker in writing of the decision of a SPS Affiliate to tender shipments to Broker under the terms and conditions of this Agreement.

18. COMPLIANCE WITH THE LAW. Broker shall, and Broker shall contractually require to ensure that each and every of its motor carriers shall, comply at all times with all applicable federal, provincial, municipal and foreign laws, regulations, ordinances, by-laws, codes and "best practice" industry standards in its provision of transportation services and any other activities required under the terms and conditions of this Agreement including but not limited to transportation operations, highway and load safety standards, fuel handling and dispensing and the transport of dangerous goods.

19. FORCE MAJEURE. Parties to this Agreement shall not be liable for failure when performance is prevented, or delayed, by any cause, or condition, of Force Majeure not directly

within control of the Party affected. The term “Force Majeure” shall include, but shall not be limited to, act of God, act of public enemy, war, insurrection, authority of law, lock-out, strike, plant shutdown either total or partial, or other labor disputes, market downturn or other causes not within the control of the Party affected. A shortage of equipment shall not, however, constitute Force Majeure. The Party affected by Force Majeure shall notify the other Party of the nature of the said Force Majeure within twenty-four (24) hours, of its occurrence, excluding weekends and holidays, following invocation of Force Majeure. Force Majeure shall not extend the initial term or any subsequent renewal term of this Agreement.

20. NON-ASSIGNMENT. This Agreement shall ensure to the benefit of and bind Parties and their assigns hereto but shall not be assigned in whole or part by any Party without prior written consent of the other Party.

21. INDEPENDENT CONTRACTOR. The Parties mutually acknowledge that Broker is an independent contractor for SPS. It is mutually agreed between Broker and SPS that under no circumstances shall an employee hired by Broker be considered an employee or agent of SPS. Neither Party shall have any authority to create any obligation, expressed or implied, on behalf of the other. Broker shall, at all times, be responsible for paying the wages of its employees.

22. PAYMENT TERMS. Payment of freight charges shall be due and payable net thirty (30) days of receipt of invoice. Broker must allow the interchange of information on bills of lading, invoice activities, load status updates and delivery time tracking. From bill of lading information, Broker will be responsible for pick-up and delivery appointments, mode selection, pooling, and interchange carrier notification, as well as advising SPS’s warehouse of loading priorities.

23. SUBCONTRACTING OR BROKERAGE OF LOADS.

(a) Broker agrees not to use any transportation broker to arrange for transport of any shipment covered by this Agreement unless SPS expressly authorizes it in advance in writing. Nothing herein shall permit Broker to utilize the service of any other transportation broker for the performance of its services hereunder, except as specifically provided for herein

(b) Broker shall contractually require to ensure, that any arranged motor carrier used to provide services under this Agreement has adequate personnel and equipment needed to perform the services required by SPS. In addition, Broker warrants that any such arranged motor carrier shall be contractually required to: (i) maintain all licenses and permits required by all applicable governmental authorities; (ii) perform the services in a professional, timely and efficient manner in compliance with the requirements set forth in this Agreement; and (iii) maintain the minimum insurance coverages as set forth in this Agreement. Broker hereby warrants that it shall ensure that all approved motor carriers used by Broker are subject to the similar terms, conditions and obligations as are applicable to Broker under this Agreement. Upon ten (10) days’ notice by SPS, Broker shall not use any motor carrier that SPS determines to be not qualified to provide services or to which SPS otherwise objects. Broker shall defend, indemnify and hold harmless SPS and its officers, directors, employees, contractors and agents against any expense, loss, damage or claim that may arise from or in connection with Broker’s breach of any warranty

contained herein, and such obligation shall survive the expiration or termination of this Agreement.

(c) Broker shall prohibit its motor carriers from subcontracting any shipment tendered under this Agreement. Broker shall protect and indemnify SPS from and against any loss, damage, expense or cost arising from any unauthorized subcontracting of a shipment.

24. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of state of Kansas and applicable laws of the United States, without regard to conflict of laws.

25. FREIGHT BILLS. SPS and Broker shall ensure the accuracy of all freight charge billings tendered by Broker to SPS for the transportation service performed by Broker pursuant to this Agreement. SPS shall have the right to audit from time to time any and all freight charge billings by Broker, and Broker shall cooperate fully with such audits. Any claim of a previous billing error not contested by Broker shall be paid within thirty (30) days, failing which SPS may deduct from current billings.

26. WAIVER. Failure by SPS to enforce its rights under this Agreement shall not constitute a waiver of such rights by SPS.

27. HEADINGS. The headings and marginal descriptions of all Articles herein are inserted for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

28. ENTIRE AGREEMENT. This Agreement, and the Schedules hereto, and the appended RFP and charts, constitute the entire Agreement between the Parties and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto contains all of the representations of the respective Parties and supersedes and cancels any and all prior agreements between SPS and Broker relating to the provision of services to SPS by Broker. There are no verbal statements, representations, warranties, undertakings or agreements between the parties. This Agreement and the Schedules, and appended RFP and charts thereto may not be amended or modified in any respect, except by written instrument executed by the Parties hereto.

29. NOTICE. All notices required or contemplated to be given under this Agreement and all of the communications required or permitted by this Agreement to be given by one Party to the other shall be in writing and shall be either delivered personally, by certified mail, express courier or by facsimile transmission to the receiving Party at the following addresses:

If to SPS:

Steel and Pipe Supply Company, Inc.  
555 Poyntz Avenue  
Manhattan, KS 66502  
Attention: Director of Transportation  
Facsimile No.: 785-\_\_\_\_\_

If to Broker:

(Broker)

Attention:  
Facsimile No:

Any Party may, from time to time, by notice delivered in accordance with this Section, change its address or number for notices herein. Communications given personally or, by certified mail or, express courier shall be deemed to have been given by the addresser and received by the addressee on the date of delivery. Communications given by telecopier shall be deemed to have been given by the addresser and received by the addressee on the date they were received by the addressee if such day is a business day or, if it is not a business day, on the first business day following the date of reception.

30. NO LIENS; WAIVER OF CARRIER'S LIEN. Broker shall neither have, nor claim nor permit any motor carrier to claim any lien or other encumbrance to be placed against the Commodities while they are in Broker's or a motor carrier's possession or under its care, custody and control. Broker and its underlying motor carriers shall not withhold any Commodities on account of any dispute as to the rates, or any alleged failure of SPS to pay charges incurred under this Agreement. Broker is relying on the general credit of SPS, and hereby waives and releases all liens that Broker might otherwise have to any Commodities in the possession or control of Broker. Broker shall contractually require its motor carriers to waive and release all liens that they might otherwise have to any Commodities in their possession or control. Broker shall protect and indemnify SPS from and against any loss, damage, expense or cost arising from the imposition by a motor carrier of a lien on any shipment tendered by SPS and the withholding by a motor carrier of any shipment tendered by SPS resulting from Broker's non-payment of Carrier's charges.

31. VALIDITY. Should any paragraph, section, clause or phrase of this Agreement be held to be illegal, such determination of illegality as to such paragraph, section, sentence, clause or phrase shall not affect the validity or binding force and effect of the remaining portions of this Agreement.

32. CURRENCY. All dollar amounts stated herein shall be in United States (USD) currency unless otherwise specified in writing.

33. NO OFF SETTING ACCOUNTS. SPS may not at any time set off any sum owing by it hereunder to the payment in whole or in part of any sum owing by Broker to SPS, whether under this Agreement or otherwise.

34. AUTHORIZED OFFICERS. The parties' signatories below hereby declare that they are authorized signing officers of their respective corporations and have full and binding authority to enter into this Agreement on behalf of their respective corporations.

IN WITNESS WHEREOF, the Parties, individually or by duly authorized representative, have executed this Agreement as of the Effective Date.

STEEL AND PIPE SUPPLY COMPANY, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"SPS"

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"BROKER"

## SCHEDULE - A

### TRANSPORT AND COMMODITY PARTICULARS

1. TERMINAL LOCATIONS

Broker shall provide SPS with a listing of all of its Terminal Locations, the area served by each location, and the names of all motor carriers, and shall promptly notify SPS of any changes to such listing.

2. TRANSPORTATION DOCUMENTATION

- A. List and attach copies of Broker's and motor carrier's licenses, permits, and registration certificates;
- B. List and attach copies of Broker's and motor carrier's safety rating;
- C. Attach copies of insurance certificates;

3. DESCRIPTION OF COMMODITIES

FREIGHT ALL KINDS—Mainly steel products

4. CUSTOMS

SPS must confirm to Broker that the vendor at origin has duly prepared the Canadian customs documentation in time for pick-up. Broker must check that the proper Canadian customs documentation is duly completed and sent by fax to SPS's customs broker a minimum of at least three (3) hours prior to the shipment's arrival at the border crossing. SPS shall be responsible for any border detention time. SPS shall be responsible for inspection charges at the border.

5. EQUIPMENT TYPE

Broker agrees to arrange for the following types of motor carrier equipment in order to service SPS:

- \* 53 feet flatbed trailers
- \* 48 feet flatbed trailers
- \* SPS shall notify Broker of the required equipment on its tender document for pick-up.

6. SAFETY AND ENVIRONMENT

- A. Broker shall contractually require to ensure that its motor carriers shall adhere at all times with the following safety requirements:
- B. At loading point arrival, the truck driver must wear clean and trim clothes that cover the whole body, as well as hardhat, and any other safety equipment required at a point of origin location.
- C. The truck driver must not smoke, eat or, drink at the work sites except where there are designated areas for such purposes. The truck driver must at all times exhibit well-conducted hygienic behavior and use proper sanitary infrastructure.
- D. The truck driver must at all times comply with speed limitations in force at any location, and not obstruct any road or entrance.
- E. In the event of accidental product damage, the truck driver shall have to immediately notify the person in charge of the relevant department, and clean up any spillage in compliance with the directions of the person in question.
- F. The truck driver shall not clean or wash any trailer or unit on SPS's or any of its vendor's sites except with the express consent of the site supervisor.
- G. The truck driver shall comply at all times with plant fire alarm instructions.
- H. The truck driver shall not enter any plant departments that are unrelated to loading and unloading operations.
- I. The truck driver shall not take any photographs.
- J. The truck driver shall not collect and spread non-official published information regarding SPS and the vendors' activities.
- K. In the event that a vehicle needs to be disconnected, the truck driver shall have to place props in front of the trailer with wedges on the rear wheels.

## SCHEDULE – B

### RATES AND CHARGES

#### 1. RATES AND CHARGES

- A. As full compensation for services provided by Broker in this Agreement, SPS agrees to pay Broker in accordance with mutually agreed rates, charges and provisions set forth in this Agreement. These rates are agreed to be strictly confidential by both Parties.
- B. Broker will honor the rates set forth in this Agreement for the entire duration of this Agreement.
- C. All rates shown herein include pick-up and delivery service at all points within the commercial zone of the cities, towns, villages and other points from and to which rates apply.
- D. SPS shall not be responsible for any charges which are not specifically mentioned in this Agreement. Broker shall not apply any charges against SPS for night time, weekend or holiday deliveries, unless such delivery times are requested by SPS.
- E. SPS Fuel Program is calculated as follows:
- Fuel Surcharge = (# of Miles) × (Mileage rate based on attached **Schedule G**) those terms capitalized in Section 1(E) to Schedule B are defined as follows:
- # of miles: Actual route miles calculated from software program “Oracle Spatial”.
  - Weekly Fuel Price: Weekly price per gallon is published by the Department of Energy and updated every Monday.  
Fuel rates are applicable to the date of transportation, not the day of tender or tender acceptance.
  - Fuel Surcharge cannot be applied against detention and stop charges.
- F. Loads are intended to be no more than legal maximum highway weight limit.
- G. Broker agrees that SPS shall be responsible if vehicles are delayed or detained beyond stated load times at the premises of pickup. Loading will commence in conformance with a prearranged schedule arranged by Broker and SPS or consignee.
- H. Broker shall not be required to provide driver assistance for loading and unloading operations. With respect to deliveries made in the Province of Quebec, Broker shall be charged by the consignee for unloading operations and shall be authorized to



invoice SPS for such charges.

## **SCHEDULE – C**

### **TRANSPORTATION SERVICES QUALITY STANDARDS**

#### **1. EQUIPMENT**

- A. Broker shall contractually require to ensure that at all times its motor carriers shall use suitable and adequate motor transport vehicles in good clean and safe operating condition. Broker shall contractually require to ensure that its motor carriers shall also operate and maintain the motor transport vehicles in good working condition and in compliance with all applicable laws and regulations.
- B. Broker shall arrange for sufficient tractors and trailers to be able to provide prompt and efficient motor carrier transportation services to SPS. Broker shall contractually require to ensure that its motor carriers not utilize trailers which have been used for transporting solid waste or other noxious products or which are dirty.
- C. In this Agreement, supply of “suitable and adequate motor transport vehicles” shall be interpreted to mean the supply of equipment that is safe, clean and free from defect and in conformity with all applicable federal and provincial regulations. The motor carriers retained by Broker shall equally comply with SPS’s and consignee’s terminal rules and operating practices. Broker and its motor carriers must have an in-house maintenance and safety program which meets the requirements of all applicable laws and regulations.

#### **2. RECORDS**

Broker agrees to maintain full, complete, and accurate records and documents of shipments moved (including signed Bills of Lading) under this Agreement for verifying deliveries. These records shall be provided to SPS on demand in support of all freight bills and bills of lading.

#### **3. PICK-UP SCHEDULE**

- A. Broker shall arrange for pick up the Commodities on time as per the appointment date out in SPS’s tender document.
- B. With respect to inbound shipments, Broker shall arrange for delivering the Commodities as per the applicable delivery procedures.
- C. SPS locations are first come first served facilities, and carriers will be loaded in order as long as the required bays become available to load out material. Trucks will be moved around to the proper bays that allow the loading of required material.

This could cause one truck to pull ahead of another because the bay his material pulls from is open, while the first truck has to wait due to the bay where his material is located is occupied.

- D. Prior to loading, Broker's motor carrier drivers must present a trailer that is clean, swept, empty and suitable to load Commodities in accordance with SPS specifications.
- E. SPS shall not pay for any attempted pick-up or detention charges from the origin shipping location. In the event of extreme detention at origin, loading will be paid where proven by documentation from the origin (vendor location). Driver's trip sheets shall not be accepted as sufficient documentation justifying payment.
- F. Broker shall contractually require to ensure that its motor carriers verify that all of the Commodities are loaded for proper securement.
- G. Broker shall contractually require to ensure that its motor carriers' drivers shall have to observe all loading operations when permitted by the site and shall refuse any load that does not fit on the trailer in a safe manner. Broker shall contractually require to ensure that its motor carriers' drivers must make appropriate notations on bills of lading including but not limited to grounds for refusing the loading of Commodities. Broker's motor carriers shall be responsible at its cost for the stability of the load, its proper securement within the trailer, and for any stuffing or stowing of Commodities before departure.
- H. Broker shall only pick up Purchase Orders that are listed on SPS's tender document. Broker shall refuse to load any Commodities that are substitutions or additions except with SPS's prior express written approval.
- I. Broker shall contractually require to ensure that its motor carrier drivers shall have to count the number of pieces received, note the number of pieces received on the bill of lading, and sign the bill of lading.
- J. Broker shall be responsible for any piece discrepancy.
- K. In the event that truck drivers are not allowed on the loading dock, or if a load is a "piece count", the truck driver shall have the vendor at origin sign the bill of lading and shall also note on the bill of lading the words "said to contain".
- L. Truck drivers shall verify that all packing slips are complete with valid Purchase Order(s).

- M. Truck drivers shall verify that each Purchase Order has its own corresponding individual bill of lading with DC name, number of pallets/case count and weight of shipment.

#### 4. DELIVERY SCHEDULE

- A. Broker agrees that shipments shall not be received at destination without a delivery appointment unless a drop trailer arrangement has been previously agreed upon.
- B. Broker shall contractually require to ensure that its motor carriers shall deliver Commodities at destination on time as per delivery appointment date/time. Broker shall contractually require to ensure that its motor carriers shall have to arrive at destination 15-30 minutes before the appointment time in order to ensure an efficient process.
- C. In the event that Broker is not able to meet the delivery date/time, Broker must immediately notify SPS or else Broker may be subject to a fine.
- D. Broker must deliver the bill of lading/Purchase Order document issued at origin with the shipment at the destination point.
- E. Broker acknowledges that consignees shall only accept Purchase Orders that are listed on the tender document or that have been approved by SPS as an addition.
- F. Unless previously agreed by the parties, a minimum of one driver is required per load-NO SHUNTING.
- G. Broker shall have to contact SPS to rebook another delivery appointment for all late loads and no shows. Broker shall have to state the grounds for service failure.

#### 5. EQUIPMENT SUPPLY

- A. In the event of non-supply of requested equipment, SPS retains the right to ship its traffic with an alternate carrier of SPS's choosing.
- B. If the condition or type of motor transport equipment is deemed by SPS not to meet the definition of "suitable and adequate motor carrier equipment" and where this information is properly communicated to Broker, Broker will either replace the equipment or repair it on site within 24 hours of said communication. If this equipment is not replaced or repaired to the SPS's satisfaction, this occurrence will be deemed to be an event of non-supply of requested equipment and a default of a material covenant as described in this Agreement.

- C. In the event of equipment failure or a designation of “bad order” for equipment which is on route to destination. Broker will use reasonable dispatch in unloading bad ordered equipment and reloading the replacement equipment. This will be done by Broker at no additional charge to the SPS.
- D. Broker shall contractually require to ensure that each of its motor carriers shall, at its sole cost and expense, furnish all fuel, oil, tires, and other parts, supplies and equipment necessary or required for the safe and efficient operation and maintenance of equipment. Broker shall contractually require and ensure that each of its motor carriers shall pay all expenses of every nature, including expense of road service and repair, in connection with use and operation of the equipment and shall, at its sole cost and expense, at the times during the term of this Agreement maintain equipment in good repair, mechanical condition and appearance.
- E. Broker shall be responsible for payment of towing services performed by contractors on premises of SPS.

## 7. AUDITS

SPS shall have the right to audit at any time the Managements Systems and Controls of Broker in order to verify compliance with the terms and conditions set forth in this Agreement. SPS shall have the right to terminate this Agreement at its sole discretion in the event of any serious non-compliance by Broker with respect to any quality standards set forth herein.

## **SCHEDULE - D**

### **LOAD BROKERS**

Broker hereby represents that it will only engage the services of properly licensed and authorized carriers to perform the transportation as provided herein. Each such carrier retained by Broker shall have to sign a contract with Broker and meet all of the qualifications and standards set forth in this Agreement prior to obtaining authorization from SPS to transport its Commodities. In particular, Broker represents that it will utilize in connection with the movement of SPS's freight only those motor carriers who maintain insurance of the type described in this Agreement with reliable insurance company or companies approved by SPS. Broker will, upon request, promptly furnish SPS with proof that such coverage is in effect. Broker and any carrier retained by Broker shall each respectively be liable for any breach of this Agreement. Broker expressly acknowledges that it shall be responsible for the loss or damage of the Commodities under this Agreement as if it had carried the Commodities itself, and shall be responsible for its breach of Contract.

Broker Indemnification. Broker hereby warrants that it will only engage the services of motor carriers duly authorized by and holding appropriate licenses from provincial regulatory agencies where necessary to perform the transportation service as contemplated herein. Broker further warrants that it will only engage the services of carriers who furnish and certify that their equipment is clean, serviceable (without any damage or defect) and has never been used either to transport or in connection with the storage or transportation of any toxic, poisonous, or waste product or material or any other product or material which may contaminate, degrade or, in any manner negatively affect the quality or purity of SPS's freight. Broker shall incorporate this warranty, so as to obligate the carriers it utilizes in an identical manner, in all transportation contracts with all carriers that it engages concerning the transportation of SPS's freight.

Broker shall be solely and exclusively liable for and responsible to carriers engaged by Broker for payment of their charges relating to the transportation of freight tendered by SPS to Broker pursuant to this Agreement where Broker has been paid. Broker shall be considered carrier's agent for purposes of payment of carrier's charges. SPS's sole obligation with regard to the payment of transportation charges relating to said freight is to pay Broker as set forth herein. Broker shall specifically provide in its contracts with the carriers that it utilizes to transport SPS's freight that Broker will bill SPS for transportation charges on the carrier's behalf and remit such proceeds to which such carriers may be entitled to said carriers, but that all such carriers shall specifically agree that they will look solely to Broker for the payment of their charges. Broker must provide a copy of each abovementioned contract and any amendment thereto to SPS upon specific written request. Broker shall also obtain a waiver from each of its motor carriers to the effect that they shall not collect their freight charges from SPS.

Broker release. Broker hereby releases and covenants not to sue SPS, its officers, directors, employees, agents, representatives, vendors and customers for any liabilities, costs, damages or expenses arising from any claim relating to any past dealings of Broker or any carrier utilized by Broker to provide any service transporting SPS's freight in connection with any past, dealing with

SPS.

Multiple Brokering. Broker warrants that it will not engage in multiple brokering and will take whatever reasonable steps are necessary to assure that multiple brokering does not occur.

**SCHEDULE - E**

**PERSONAL PROTECTIVE EQUIPMENT AND VEHICLE OPERATING RULES  
POLICY**

Category: Transportation	Effective Date: August xx, 2015
Issued by: SPS Vendor Standards and SPS Transport Compliance	Replaces Issue Date: N/A
Application: This policy (“Policy”) outlines the Vehicle Operating Rules and the minimum safety standards regarding Personal Protective Equipment (“PPE”) applicable to drivers and other personnel of motor carriers (“Personnel”) at all SPS Distribution Center yards (“DCs”). This Policy applies to all motor carriers, brokers and vendors (“Carriers”) who deliver products or pick up products at a DC.	

1.0 Interpretation of Policy

The Director of Transportation shall have the ultimate responsibility for interpreting this Policy and for making exceptions to this Policy.

2.1 Policy

While in attendance at a SPS DC:

- a. all Personnel must adhere to the requirements of the dock safety program issued to Carrier, as amended by SPS from time to time; AND
- b. Personnel MUST wear a reflective safety vest, as the outer layer of clothing;
- c. Personnel MUST wear approved steel toed footwear, as more particularly described below;

Note: upon arriving at a DC gatehouse or site designated initial checkpoint, all Personnel must wear Canadian Standards Association or American National Standards approved steel toed footwear on their feet and must present their reflective safety vest. The safety vest must be worn on the outside layer of clothing prior to entering a DC. Personnel who arrive at the gatehouse without safety vests and/or steel toed footwear will NOT be allowed entry into the yard/property.

- d. Personnel MUST wear a hardhat and safety glasses;
- e. Once trailer is disconnected, the driver MUST pull his tractor ahead so that there is a MINIMUM of 6’ between the furthestmost rear part of the tractor and the front of the trailer. The driver must also shut the tractor off after pulling away from the trailer;

Note: Auxiliary Power Units may remain on



- e. At all times drivers need to follow posted speed limits and established traffic flows; and
- f. Driver must check 360 degrees to ensure surroundings are clear of people, moving vehicles or objects prior to pulling away;

## **SCHEDULE - F**

### **SPS LOCATIONS**

Steel & Pipe Supply Co. headquarters are located at:  
555 Poyntz Avenue  
Manhattan, KS 66502

Steel & Pipe Supply Co. Service Centers are located at:

SPS Tulsa	SPS Kansas City
1050 Fort Gibson Road	401 New Century Parkway
Catoosa, OK 74015	New Century, KS 66031

SPS Jonesburg	SPS Longview	SPS Houston
310 Smith Road	4750 West Marshall Avenue	8815 Mississippi Street
Jonesburg, MO 63351	Longview, TX. 75604	Houston, TX 77029

Steel & Pipe Supply Co. Coil Processing Division is located at:  
5275 Bird Creek Avenue  
Catoosa, OK 74015

Steel & Pipe Supply Co. Steel Ventures LLC dba EXLTUBE is located at:  
811 Atlantic Avenue  
Kansas City, MO. 64116

Storage & Processors is located at:  
8500 Clinton Drive  
Houston, TX 77029

## SCHEDULE G

# Fuel Surcharge

Diesel Price will be determined by Department of Energy (DOE) National Diesel Price Index posted each Monday and run through the end of the week.

Increase to linehaul rates in increments of \$0.01 for every \$0.055 incremental change in the DOE national average index

Fuel Cost Per Gallon				FS/M	Fuel Cost Per Gallon				FS/M
\$1.095	To	1.149		\$0.02	\$3.79	To	3.844	\$0.51	
\$1.150	To	1.204		\$0.03	\$3.85	To	3.899	\$0.52	
\$1.205	To	1.259		\$0.04	\$3.90	To	3.954	\$0.53	
\$1.260	To	1.314		\$0.05	\$3.96	To	4.009	\$0.54	
\$1.315	To	1.369		\$0.06	\$4.01	To	4.064	\$0.55	
\$1.370	To	1.424		\$0.07	\$4.07	To	4.119	\$0.56	
\$1.425	To	1.479		\$0.08	\$4.12	To	4.174	\$0.57	
\$1.480	To	1.534		\$0.09	\$4.18	To	4.229	\$0.58	
\$1.535	To	1.589		\$0.10	\$4.23	To	4.284	\$0.59	
\$1.590	To	1.644		\$0.11	\$4.29	To	4.339	\$0.60	
\$1.645	To	1.699		\$0.12	\$4.34	To	4.394	\$0.61	
\$1.700	To	1.754		\$0.13	\$4.40	To	4.449	\$0.62	
\$1.755	To	1.809		\$0.14	\$4.45	To	4.504	\$0.63	
\$1.810	To	1.864		\$0.15	\$4.51	To	4.559	\$0.64	
\$1.865	To	1.919		\$0.16	\$4.56	To	4.614	\$0.65	
\$1.920	To	1.974		\$0.17	\$4.62	To	4.669	\$0.66	
\$1.975	To	2.029		\$0.18	\$4.67	To	4.724	\$0.67	
\$2.030	To	2.084		\$0.19	\$4.73	To	4.779	\$0.68	
\$2.085	To	2.139		\$0.20	\$4.78	To	4.834	\$0.69	
\$2.140	To	2.194		\$0.21	\$4.84	To	4.889	\$0.70	
\$2.195	To	2.249		\$0.22	\$4.89	To	4.944	\$0.71	
\$2.250	To	2.304		\$0.23	\$4.95	To	4.999	\$0.72	
\$2.305	To	2.359		\$0.24	\$5.00	To	5.054	\$0.73	
\$2.360	To	2.414		\$0.25	\$5.06	To	5.109	\$0.74	
\$2.415	To	2.469		\$0.26	\$5.11	To	5.164	\$0.75	
\$2.470	To	2.524		\$0.27	\$5.17	To	5.219	\$0.76	
\$2.525	To	2.579		\$0.28	\$5.22	To	5.274	\$0.77	
\$2.580	To	2.634		\$0.29	\$5.28	To	5.329	\$0.78	
\$2.635	To	2.689		\$0.30	\$5.33	To	5.384	\$0.79	
\$2.690	To	2.744		\$0.31	\$5.39	To	5.439	\$0.80	
\$2.745	To	2.799		\$0.32	\$5.44	To	5.494	\$0.81	
\$2.800	To	2.854		\$0.33	\$5.50	To	5.549	\$0.82	
\$2.855	To	2.909		\$0.34	\$5.55	To	5.604	\$0.83	
\$2.910	To	2.964		\$0.35	\$5.61	To	5.659	\$0.84	
\$2.965	To	3.019		\$0.36	\$5.66	To	5.714	\$0.85	
\$3.020	To	3.074		\$0.37	\$5.72	To	5.769	\$0.86	
\$3.075	To	3.129		\$0.38	\$5.77	To	5.824	\$0.87	
\$3.130	To	3.184		\$0.39	\$5.82	To	5.879	\$0.88	
\$3.185	To	3.239		\$0.40	\$5.88	To	5.934	\$0.89	
\$3.240	To	3.294		\$0.41	\$5.93	To	5.989	\$0.90	
\$3.295	To	3.349		\$0.42	\$5.99	To	6.044	\$0.91	
\$3.350	To	3.404		\$0.43	\$6.04	To	6.099	\$0.92	
\$3.405	To	3.459		\$0.44	\$6.10	To	6.154	\$0.93	
\$3.460	To	3.514		\$0.45	\$6.15	To	6.209	\$0.94	
\$3.515	To	3.569		\$0.46	\$6.21	To	6.264	\$0.95	
\$3.570	To	3.624		\$0.47	\$6.26	To	6.319	\$0.96	
\$3.625	To	3.679		\$0.48	\$6.32	To	6.374	\$0.97	
\$3.680	To	3.734		\$0.49	\$6.37	To	6.429	\$0.98	
\$3.735	To	3.789		\$0.50	\$6.43	To	6.484	\$0.99	