



**Not all documents must be faxed back. Only the following document(s)
must be signed and faxed back to:**

**YOUR CARRIER AUTHORITY PAGE
SIGNED C2 CONTRACTS
CARRIER INSURANCE
CARRIER FEDERAL ID (W-9)
STATEMENT AND ACKNOWLEDGMENT (GOVERNMENT LOADS)**

**C2 Freight Resources, Inc.
Attn: Carrier Pack Set Up Team
Fax: (205) 489-5326**

This allows us to set up your account for payment. Thank you!

www.c2freight.com

Corporate Office and Mailing Address:

**C2 Freight Resources, Inc.
24420 Hwy. 278
Houston, AL 35572
Fax: (205) 489-5326
Telephone: (205) 489-5335**

WE APPRECIATE YOUR BUSINESS!



ATTN: CREDIT MANAGER
SUBJECT: CREDIT REFERENCES

CREDIT CREDENTIALS

INSTRUCTIONS: *Fax the following to C2*
(205) 489-5326

- * *Authority*
- * *Signed C2 Contract*
- * *Insurance*
- * *FEIN*
- * *Statement and Acknowledgement*

C2 Bank Information
Premier Bank of the South
101 First Ave. NW
Cullman, AL 35055
(256) 737-9900

*****C2 Surety Bond*****

TIA
1625 Prince Street, Suite 200
Alexandria, VA 22314
(703) 299-5700

C2 MC# 341449
FEIN 71-0811809

- * Dunn & Bradstreet
(800) 333-0505
DUNS # 054624890
- * Compunet
(800) 872-3748
- * Genie Trucking
(717) 486-5713
- * Tocci Trucking
(918) 671-4959
- * M.A.L. Enterprises, LLC
(580) 641-2501
- * Barnes Trucking, Inc.
(918) 633-5225
- * Triple H. Hotshotin, Inc.
(870) 265-3053

SEND FREIGHT BILLS TO: C2 Freight Resources, Inc.
24420 Hwy. 278
Houston, AL 35572

Accounting Fax Number : (205) 489-0011

IN THE SPACE BELOW, PLEASE PROVIDE US WITH COMPLETE MAILING ADDRESS TO AVOID ANY DELAY IN PAYMENT TO YOUR COMPANY.

Mail to: _____

Please circle one below:
Incorporated (yes no)
Email _____

PM-25
(REV. 1/95)

SERVICE DATE
AUGUST 4, 1998

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC341449 B

C2 FREIGHT RESOURCES, INC.
VAN, BUREN, AR, US

This license is evidence of the applicant's authority to Engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining
Chief, Licensing and Insurance Division

BROKER - CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and between C2 Freight Resources, Inc. ("BROKER"), a Registered Property Broker, Lic. No. MC-341449B, and _____, a Registered Motor Carrier, Permit/Certificate No. MC-_____, ("CARRIER"); collectively, the "Parties" and individually a "Party". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.)

1. CARRIER REPRESENTS AND WARRANTS THAT:

- A. It is a Registered Motor Carrier of Property authorized to provide _____ transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- B. It shall transport the property, under its own operating authority and _____ subject to the terms of this Agreement.
- C. It makes the representations contained in this Section 1. for the purpose of inducing BROKER to enter into this Agreement.
- D. It agrees that a shipper's insertion of BROKER's name as the carrier on a _____ bill of lading shall be for the shipper's convenience only and shall not _____ change BROKER's status as a property broker nor CARRIER's status as _____ a (the) motor carrier.
- E. It shall not re-broker, assign or interline the shipments under this Agreement, without prior written consent of BROKER; if CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER; upon BROKER's payment to the delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement; and in addition to the indemnity obligation in Section 3.D below CARRIER shall be liable for consequential damages for violation of this Section 1.E.
- F. It is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments agreed to be transported by CARRIER under this Agreement constitute Hazardous Materials; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, and other perishable products; qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.
- G. It agrees that the control of all of its drivers and owner operators, including but not limited to compliance with hours of service and hours of service logging is the responsibility of CARRIER; and CARRIER agrees to notify BROKER in writing if CARRIER's driver or owner operator can not complete delivery of a load on account of hours of service laws and regulations.
- H. It shall notify BROKER immediately if CARRIER's federal operating authority is revoked, suspended or rendered inactive for any reason, and/or if CARRIER is sold, or if there is a change in control of ownership of CARRIER and/or if any of its insurance required under this Agreement is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- I. It does not have an "Unsatisfactory" or "Conditional" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and shall notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".
- J. It authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- K. It has investigated, monitors, and agrees to conduct business under this Agreement based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.

2. BROKER RESPONSIBILITIES:

- A. SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall arrange for CARRIER at least one (1) load/shipment under this Agreement. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.
- B. BILLING TO SHIPPERS; INVOICE FROM CARRIER: BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for CARRIER's charges mutually agreed upon in writing between BROKER and CARRIER in BROKER's Load Confirmation sent by fax or email and incorporated in this Agreement by reference.
- C. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated in this Agreement by reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties, (provided that any such signed writing may be delivered by fax or email).
- D. PAYMENT:
 - i. The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. Provided CARRIER is not in default under the terms of this Agreement, BROKER agrees to pay CARRIER's invoice within twenty-eight (28) days of BROKER's receipt of the original bill of lading and proof of delivery showing CARRIER as the CARRIER of record, proof of delivery signature with any exceptions noted, CARRIER's invoice and any applicable receipts for accessorial charges which were agreed upon between BROKER and CARRIER in writing, including any original lump sum receipts. BROKER shall pay to CARRIER only the amount shown on the contract Rate Addendum which is negotiated and sent to CARRIER for each shipment to be transported by CARRIER. Any exception(s) noted on the bill of lading may delay payment to CARRIER while BROKER awaits information from the shipper and from CARRIER as to the nature of the exception(s), in order to determine the proper action to take. If BROKER has not paid CARRIER's invoice as agreed, and

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CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER ten (10) business days advance written notice. CARRIER shall not seek payment from Shipper or other party responsible if Shipper or other party responsible can prove payment to BROKER. CARRIER hereby waives and releases any and all liens which CARRIER might otherwise have upon any shipment or cargo agreed to be transported by CARRIER under this Agreement, which CARRIER might otherwise have. CARRIER shall not withhold any shipment or cargo transported by CARRIER under this Agreement on account of any alleged failure of BROKER to pay any charges to CARRIER under this Agreement or on account of any dispute as to the charges alleged by CARRIER to be owed it by BROKER under this Agreement. If CARRIER holds any shipment or cargo hostage for payment of or increase in charges to be paid to CARRIER under this Agreement, CARRIER agrees to pay a fine of \$500.00 per day to BROKER and agrees to pay BROKER for any attorneys fees incurred by BROKER, the shipper or the consignee to recover the shipment or cargo. In the event CARRIER files any bankruptcy proceeding or has any bankruptcy proceeding filed against it, BROKER, the shipper and/or the consignee shall be entitled to immediately enter upon any owned or leased property of CARRIER, including a trailer, where the shipment or cargo belonging to the shipper or consignee may be found, and shall be entitled to take possession of such shipment or cargo.

- ii. Payment and other disputes are subject to the terms of Section 4.E, which provides in part that the prevailing party is entitled to recovery of costs, expenses and reasonable attorneys fees.
- E. BOND: BROKER shall maintain a surety bond or trust fund on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount required by that agency's regulations.

3. CARRIER RESPONSIBILITIES:

- A. EQUIPMENT: Subject to its representations and warranties in Section 1 above, CARRIER agrees to provide the necessary clean and not contaminated equipment in good and safe operating condition and lawfully qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER shall not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments shall be transported and delivered with reasonable dispatch, so as to meet the shipper's delivery schedules, or as otherwise agreed in writing by CARRIER.
- B. BILLS OF LADING: CARRIER shall issue a bill of lading (the then current National Motor Freight Association's uniform bill of lading form) in compliance with 49 U.S.C. §80101 et seq., and 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession and/or physical tender thereof and the trailer is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee, and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (other than a government bill of lading) inconsistent with the terms of this Agreement shall not apply, and shall be controlled by the terms of this Agreement. Failure by CARRIER to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo shall not affect the liability of CARRIER and the applicability of the terms of the uniform bill of lading.
- C. LOSS, DAMAGE AND DELIVERY DELAY CLAIMS:
- i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss, damage or delivery delay claims and salvage.
 - ii. CARRIER shall be liable for any and all cargo loss, damage or delivery delay.
 - iii. Special Damages: CARRIER's indemnification liability (Section 1.1.i) for cargo loss, damage or delivery delay claims under Section 3.C.(ii) above shall include costs, expenses and reasonable attorneys fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER.
 - iv. Neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement of the Party to assume such responsibility in writing.
 - v. Notwithstanding the terms of 49 C.F.R. §370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss, damage or delivery delay claims within thirty (30) days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this thirty (30) day period shall be deemed admission by CARRIER of full liability for the amount claimed and shall constitute a material breach of this Agreement.
 - vi. CARRIER's liability for cargo loss, damage or delivery delay from any cause for any one shipment, under Section 3.B. and C. above, shall not exceed One Hundred Thousand Dollars (\$100,000) unless CARRIER is notified in writing by fax or email by BROKER or Shipper of the increased value ten(10) days prior to shipment pick up.
- D. INDEMNITY: CARRIER shall DEFEND, INDEMNIFY AND HOLD BROKER and its employees, officers, directors, managers and agents HARMLESS from and against all claims, actions, demands, liabilities, losses, damages, fines, penalties, payments, injuries, death, costs and expenses (including, without limitation, costs, expenses and reasonable attorneys fees) caused by, resulting from and/or arising out of (i) the negligence or intentional misconduct of CARRIER or its employees, officers, directors, managers or agents, (ii) CARRIER's or its employees', officers', directors', managers' or agents' violation of applicable laws, rules or regulations, (iii) CARRIER's or its employees' officers', directors', managers' or agents' breach of this Agreement, or (iv) CARRIER's or its employees', officers', directors', managers' or agents' performance of this Agreement.
- E. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing for thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed in writing, having the minimum limits and requirements of the Federal Motor Carrier Safety Administration and the following minimum limits: public liability/auto liability, including hired and non-owned vehicles, covering personal injuries, death and property damages – One Million Dollars (\$1,000,000) (Five Million Dollars (\$5,000,000) if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); commercial general liability – One Million Dollars (\$1,000,000); cargo damage and/or loss – One Hundred Thousand Dollars (\$100,000); workers' compensation with limits required by law. Except for the higher coverage limits

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which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable state regulatory agency. Nothing in this Agreement shall be construed to avoid CARRIER's liability due to any exclusion or deductible in any insurance policy.

- F. ASSIGNMENT OF RIGHTS: CARRIER automatically hereby assigns to BROKER all of CARRIER's rights to collect freight charges from the shipper, the consignee or any responsible third party on receipt of payment from BROKER.
- G. SEAL ON TRAILER; NO ADDITIONAL CARGO WITHOUT PERMISSION: CARRIER agrees that neither it nor its driver, other employee, owner operator or agent shall break the seal on any trailer, add any additional cargo or combine the cargo of BROKER's shipper customer with the cargo of any other shipper unless written permission has been given by BROKER to CARRIER to do so, regardless of the weight or the volume of the cargo and/or the tractor and trailer. CARRIER agrees that it shall not be entitled to payment of the freight charges for a shipment if the seal has been tampered with or if additional cargo has been added to the shipment without such written permission.

4. MISCELLANEOUS:

- A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor, and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained in this Agreement shall be construed to be inconsistent with this provision. By this Agreement CARRIER and BROKER do not intend to provide for division of profits between CARRIER and BROKER, to create any joint venture between CARRIER and BROKER, or to otherwise create a de facto or de jure joint enterprise or partnership between CARRIER and BROKER and any shipper.
- B. CARRIER TO PROVIDE TRANSPORTATION TO BROKER'S CUSTOMER: CARRIER and BROKER understand and agree that under this Agreement: (i) BROKER shall arrange for CARRIER to transport by truck one or more shipments for BROKER's customers, and, (ii) CARRIER shall provide such transportation to BROKER's customer(s).
- C. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this Agreement does not bind the respective Parties to exclusive services to each other. Either Party may enter into similar agreements with other carriers, brokers or freight forwarders.
- D. WAIVER OF PROVISIONS:
- i. Failure of either Party to enforce a breach of any provision of this Agreement or to otherwise waive a provision of this Agreement shall not be deemed to constitute a waiver of any subsequent breach of any provision of this Agreement, and shall not affect or limit the right of either Party to thereafter enforce a provision.
 - ii. To the extent this Agreement is applicable to U.S. DOT regulated interstate or foreign commerce shipments, CARRIER and BROKER agree that this Agreement is entered into pursuant to 49 U.S. Code Section 14101(b) for the purpose of providing and receiving specified services under specified rates and conditions. CARRIER, in connection with any U.S. DOT regulated interstate or foreign commerce transportation services to be provided by CARRIER under this Agreement, expressly waives pursuant to 49 U.S. Code Section 14101(b) any and all rights and remedies under Part B, Subtitle IV, Title 49, U.S. Code which are inconsistent with or conflict with any provision of this Agreement. CARRIER and BROKER do not, however, waive the provisions in Part B, Section IV, Title 49, U.S. Code pertaining to registration, insurance and safety fitness.
- E. DISPUTES: In the event of a dispute between the Parties arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the Transportation Arbitration And Mediation PLLC (TAM), the American Arbitration Association (AAA), or Transportation ADR Council, Inc. (ADR), at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the cargo, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA or ADR. The decision of the arbitrator(s) shall be binding and final and the award of the arbitrator(s) may be entered as judgment in any court of competent jurisdiction. The prevailing Party shall be entitled to recovery of costs, expenses and reasonable attorneys fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of the arbitrator(s). Arbitration proceedings shall be conducted at the office of TAM, the AAA or the ADR nearest Houston, Alabama or such other place as mutually agreed upon in writing by the Parties or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue for any such action against BROKER shall be Winston County, Alabama. Unless preempted or controlled by Federal law and/or regulations, the laws of the State of Alabama shall be controlling. The arbitration provisions of this Section 4.E shall not apply to enforcement of the award of arbitration.
- F. NO BACK SOLICITATION:
- i. CARRIER shall not knowingly, directly or indirectly, solicit freight shipments from any shipper, consignor or consignee, or other customer of BROKER, when such shipments of the shipper, consignor or consignee, or other customer of BROKER were first tendered to CARRIER by BROKER, or when such shipper, consignor or consignee was first introduced to CARRIER by BROKER.
 - ii. In the event of breach of this provision, BROKER shall be entitled, for a period of one year following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of ten percent (10%) of the gross transportation revenue including accessorial charges (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event BROKER is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, costs, expenses and reasonable attorneys fees.
- G. CONFIDENTIALITY:
- i. In addition to confidential information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers,

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- shall be treated as confidential, and shall not be disclosed or used by a Party for any reason without the prior written consent of the other Party.
- ii. In the event of violation of Section 4.G.i. above, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the violating Party shall be liable to the prevailing Party for all costs and expenses incurred by the prevailing Party, including but not limited to costs, expenses and reasonable attorneys fees.
- H. SHIPMENTS WHICH ORIGINATE OUTSIDE THE U.S. The Parties acknowledge and agree that the limitations of liability for cargo loss or damage as well as other liabilities, arising out of the transportation of shipments which originate outside the United States may be subject to the laws of the country of origination.
- I. MODIFICATION OF AGREEMENT: This Agreement may not be amended, except by mutual written agreement of the Parties or the procedures set forth above in Sections 2.B and 2.C.
- J. NOTICES:
 - i. All notices provided for or required by this Agreement, shall be given in writing and delivered, U.S. mail, return receipt requested, to the Party's address described below with postage prepaid; or by confirmed (electronically acknowledged on paper) fax to the Party's fax number described below.
 - ii. PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of either Party's performance of this Agreement.
 - iii. Notices sent as required under Section 4.J.i or ii above, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless a Party has notified the other Party in writing of any change in address.
- K. CONTRACT TERM: The term of this Agreement shall be one year from the date of this Agreement and thereafter this Agreement shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- L. SEVERANCE: SURVIVAL: In the event any of the provisions of this Agreement are determined to be invalid or unenforceable, no other provisions shall be affected and the unaffected provisions shall remain valid and enforceable as written. The representations, rights and obligations of the Parties under this Agreement shall survive termination of this Agreement for any reason.
- M. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a duplicate original of this Agreement.
- N. FAX CONSENT: The Parties to this Agreement hereby authorize each other to send faxes or emails to each other at the fax numbers and email addresses described below, (or otherwise amended in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- O. ENTIRE AGREEMENT: This Agreement and any written rate confirmation(s) agreed to by the Parties contain the entire understanding and contract of the Parties and supersedes all verbal or written prior agreements, arrangements and understandings of the Parties relating to the subject matter stated under this Agreement. The Parties further intend that this Agreement and any written rate confirmation(s) agreed to by the Parties constitute the complete and exclusive statement of the entire understanding and contract of the Parties, and that no extrinsic evidence may be introduced to reform this Agreement and/or any written rate confirmation(s) agreed to by the Parties in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have executed this Agreement as of the date and year first shown above.

C2 Freight Resources, Inc.
(BROKER)

(CARRIER)

Authorized Signature:

Authorized Signature:

Jacob Norman
Printed Name:

Printed Name:

General Manager
Title:

Title:

Company Address:
24420 Hwy. 278
Houston, Alabama 35572
Phone:
888-371-5335
Fax#:
205-489-5326
E-mail address:

Company Address:
Phone:
Fax#:
E-mail address:

Approved by: JN Date: 06-26-2008 Revision: A PF-742-006



PF-742-007

Menlo Worldwide Government Services, LLC
Government Services Addendum

- 1. CARRIER agrees that for any shipment arranged by BROKER and transported by CARRIER for the U.S. Government pursuant to the Master Co-Broker Agreement Government Services between Menlo Worldwide Government Services, LLC (hereinafter referred to as "Menlo") and BROKER (hereinafter referred to as the "Menlo Government Services Agreement"), CARRIER waives and releases any claim which CARRIER may otherwise have against Menlo or the U.S. Government, related in any manner to and resulting from the use of CARRIER.
2. CARRIER agrees to participate in the US-Bank PowerTrack billing and payment system or follow on system. CARRIER must be PowerTrack enabled and is responsible for payment of any US-Bank fees or service charges.
3. CARRIER agrees that its service provided for the U.S. Government shall be contract carrier service within the meaning of 49 U.S.C. § 13102(4)(B) and 14101(b).
4. CARRIER agrees that all trailer equipment shall not have been used previously to transport garbage, trash or solid or liquid waste or any other articles, whether hazardous or non hazardous, which might taint or otherwise contaminate cargo.
5. CARRIER agrees that it shall not use the name of Menlo, of any customer and/or of the U.S. Government in any advertising or publicity releases relative to the services provided by CARRIER.
6. CARRIER agrees to take all necessary and proper precautions and actions to protect each shipment from theft, vandalism or other criminal activities.
7. CARRIER agrees to maintain:
a. Cargo liability insurance with limits of liability of not less than One Hundred And Fifty Thousand Dollars (\$150,000.00) per occurrence or in such greater amount as my be required by regulatory bodies having jurisdiction;
b. Commercial automobile liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence, or in such greater amount as my be required by regulatory bodies having jurisdiction;
c. Worker's compensation coverage is required by statute and employer's liability insurance with limits of liability of not less than Two Hundred And Fifty Thousand Dollars (\$250,000.00) per person/per accident/per occupational disease, or as required by law in the jurisdiction in which CARRIER resides;
d. Commercial general liability insurance written on a current ISO standard form or its equivalent providing extended coverage including but not limited to, blanket contractual liability; personal injury and advertising liability; fire legal liability; broad form property damage liability, including completed operations; additional persons insured (employees); and extended bodily injury coverage; with limits of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence; and
e. Any other insurance required by the U.S. DOT, or any other governmental agency whose rules and regulations may apply to CARRIER's performance of services.
8. CARRIER agrees to furnish BROKER and Menlo with a certificate of insurance in a form satisfactory to BROKER and Menlo evidencing that the coverage required in Section 7 above is in effect. Such certificate shall reflect the policies described under 7b, d and e above have been endorsed to name BROKER and Menlo as an additional insured, and that such policies shall provide BROKER and Menlo with at least thirty (30) days' notice prior to cancellation, material change, or non-renewal.
9. CARRIER shall cause its insurance carrier to provide BROKER and Menlo with a waiver of the insurer's rights of subrogation against BROKER and Menlo with regard to the coverages stated in Section 7 above. All insurance required in Section 7 above shall be maintained with reliable insurance companies having a Best rating of A-VII or better. All insurance policies will contain a severability of interest provision in favor of BROKER and Menlo or a full and complete breach of warranty endorsement to the effect that the insurance coverage will not be invalidated with respect to the interest of BROKER and Menlo by any act, failure to act, or neglect of BROKER and/or CARRIER which is in violation of the terms and conditions of such insurance.
10. The value of cargo transported shall mean and be calculated on the basis of the retail price of product of the time of shipment (without limitation of any kind or nature), together with transportation charges applicable to the shipment.
11. CARRIER shall provide notice to BROKER and to Menlo within thirty (30) days of receipt of a claim, acknowledging receipt and identifying any documentation or other information about the claim that is required for resolution. Within one hundred and twenty (120) days of receipt of a claim, CARRIER shall pay the claim in full to BROKER or to the party designated in writing by BROKER or provide notice to BROKER and to Menlo either that CARRIER declines the claim in full or that CARRIER offers a partial payment as a firm compromise settlement of the claim. CARRIER shall have no rights to salvage.
12. CARRIER agrees to comply with the Federal Acquisition Regulation ("FAR") and the Department of Defense FAR Supplement ("DFARS"), the Agency Acquisition Regulations and the Procurement Integrity Act clauses and provisions which are binding by law upon all federal contractors and their subcontractors, including but not limited to all mandatory flowdown clauses.
13. Sections 2, 4, 5, 6, 7, 8, 9, 10 and 14.11 of the Menlo Government Services Agreement are posted on BROKER'S website under the heading "Menlo Government Services Agreement". CARRIER acknowledges that it has reviewed a copy of Sections 2, 4, 5, 6, 7, 8, 9, 10 and 14.11 (in which for purposes of this Section 13, the word "CARRIER" shall be deemed to be substituted for the word "Broker" in each place where the word "Broker" appears) of the Menlo Government Services Agreement, that CARRIER does not object to any of such Sections, and that to the extent any of such Sections are required by the Menlo Government Services Agreement to be applicable to or affect services which CARRIER may provide to the U.S. Government for one or more shipments arranged by BROKER, CARRIER agrees to such Sections which are required or may be required by the Menlo Government Services Agreement to be applicable to or affect such services of CARRIER. CARRIER agrees that the terms of Sections 2, 4, 5, 6, 7, 8, 9, 10 and 14.11 (in which for purposes of this Section 13, the word "CARRIER" shall be deemed to be substituted for the word "Broker" in each place where the word "Broker" appears) of the Menlo Government Services Agreement are incorporated by reference and are made a part of this Addendum to the extent they are applicable to or affect services which CARRIER may provide to the U.S. Government for one or more shipments arranged by BROKER. CARRIER agrees to review Sections 2,4,5,6,7,8,9,10 and 14.11 of the Menlo Government Services Agreement Which are posted on BROKER'S website under the heading "Menlo Government Services Agreement".

IN WITNESS WHEREOF, we have executed this Addendum as of the date and year first shown above.

C2 Freight Resources, Inc.
(BROKER)

(CARRIER)

Jacob Norman

Authorized Signature:

Authorized Signature:

Jacob Norman
Printed Name:

Printed Name:

General Manager
Title:

Title:

PHONE:

Company Address:
24420 Hwy. 278

Company Address:

FAX

Houston, Alabama 35572

STATEMENT AND ACKNOWLEDGMENT

OMB No.: 9000-0014

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR		5. SUBCONTRACTOR	
a. NAME <i>C2 Freight Resources, Inc.</i>	a. NAME *		
b. STREET ADDRESS <i>24420 Highway 278</i>	b. STREET ADDRESS *		
c. CITY <i>Houston</i>	d. STATE <i>AL</i>	e. ZIP CODE <i>35572</i>	c. CITY *
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."			
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:			
a. NAME OF AWARDING FIRM			

b. DESCRIPTION OF WORK BY SUBCONTRACTOR

8. PROJECT	9. LOCATION	
10a. NAME OF PERSON SIGNING <i>Shawn Tidwell</i>	11. BY (Signature) <i>Shawn Tidwell</i>	12. DATE SIGNED <i>02/13/2012</i>
10b. TITLE OF PERSON SIGNING <i>Operations Manager</i>		

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6) Payrolls and Basic Records Withholding of Funds Disputes Concerning Labor Standards Compliance with Davis-Bacon and Related Act Regulations	Davis-Bacon Act Apprentices and Trainees Compliance with Copeland Act Requirements Subcontracts (Labor Standards) Contract Termination - Debarment Certification of Eligibility
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14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A	C	
B	D	
15a. NAME OF PERSON SIGNING *	16. BY (Signature) *	17. DATE SIGNED *
15b. TITLE OF PERSON SIGNING *		

C2 FREIGHT RESOURCES, INC.

ACCESSORIAL POLICIES

Please refer to our continuing contract for additional information on any of the items below.

Detention

C2 Freight has contracted with our shippers to provide detention pay at various rates to carrier drivers if they should be detained more than 4 hours with an appointment and more than 8 hours in a FCFS situation (possibly less time depending on the shipper). However, our shippers require C2 Freight to provide the following information;

1. Time driver arrived-verified on BOL by shipper/receiver signature
2. Time driver was loaded/unloaded-verified on BOL by shipper/receiver

If carrier driver is having trouble getting the shipper or receiver to write times on BOL's call us for assistance before your driver leaves. We cannot bill for detention without this information on the bill of lading.

Layover

C2 Freight will be fair with all carriers hauling for us and our shippers. Keep in mind, it is the sole responsibility of your company to move this freight and incur all expenses as they arise. C2 Freight does promise to you that we will ask our shippers and receivers for layover pay for your drivers when their misinformation causes your driver to not pick up or deliver in the expected time frame. C2 Freight will be more than fair to your company should our dispatchers misinform your or your driver causing delays.

Lumper Fees

C2 Freight will reimburse 100% for all approved lumper fees paid provided the receipt is sent with the bill of lading and fax copy is sent within 24 hours of the delivery. If the carrier does not send the receipt with the bill of lading and C2 Freight invoices the customer without the lumper receipt, the shipper will not pay and therefore C2 Freight will not reimburse the carrier. Please keep this in mind and be very certain you bill us with all the paperwork needed.

Advancing

C2 Freight does not give cash advances unless in an emergency situation.

Obviously when our companies partner together to move freight we will help you whenever possible.

Should you need your cash sooner, we offer Quick Pay program, explained further in this packet.

CARRIER RESPONSIBILITIES

- **DRIVER MUST CALL C2 FREIGHT FOR DISPATCH AT 888-758-4202. WE WILL PROVIDE LOCAL DIRECTIONS, P/U NUMBERS, ETC.**
- **DRIVER MUST SIGN IN AT SHIPPER AS C2 IN ORDER TO TRACK TIME FOR DETENTION PAY, IN CASE DETENTION OCCURS. SHIPPER WILL ONLY KNOW DRIVER AS "C2" SO MUST CHECK IN AS SUCH**
- **DRIVER MUST CALL AS SOON AS HE/SHE IS LOADED WITH THE BOL NUMBER OR WE MUST DEDUCT \$50 FROM CARRIER'S PAY.**
- **DRIVER MUST CHECK CALL ONCE A DAY BY 10:00 A.M.**
- **DRIVER MUST SIGN IN AT RECEIVER IN ORDER TO TRACK TIME FOR DETENTION, IN CASE DETENTION SHOULD OCCUR.**
- **THE ONLY WAY THAT C2 CAN RECOUP & PAY DETENTION FEES FROM THE SHIPPER/RECEIVER IS IF THE TIME IS DOCUMENTED ON THE PAPERWORK WITH A SIGNATURE OF SOMEONE AT THE RECEIVER. C2 FREIGHT CAN ONLY PAY DETENTION IF THE TIME OF ARRIVAL AND TIME OF DEPARTURE ARE DOCUMENTED AND SIGNED BY SOMEONE AT THE RECEIVER.**
- **C2 FREIGHT WILL PAY CARRIER \$30 PER HOUR FOR EVERY HOUR AFTER 4 HOURS, IF ARRIVAL AND DEPARTURE TIMES ARE DOCUMENTED WITH SIGNATURE OF SOMEONE AT THE RECEIVER, IF DRIVER ARRIVED ON TIME FOR APPT. IN A FCFS SITUATION, C2 WILL PAY \$30 PER HOUR FOR EVERY HOUR AFTER 8 HOURS.**



DATE: _____ CARRIER CODE: _____

C2 FREIGHT RESOURCES, INC.
CARRIER INFORMATION

Company Full Name: _____

D/B/A: _____ Years in Business: _____

Mailing Address: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Dispatch Contact: _____ Ops Mgr. _____

Telephone: _____ Night #: _____

Watts #: _____ Fax #: _____

Federal ID: _____ MC#: _____

Equipment Type and Number of Trucks: Trucks _____ Vans _____

Reefers _____ Flats _____

Would you like to receive an email of our daily available loads? Yes ___ No ___

If yes, what is your email address? _____

PREFERRED ORIGINS:

PREFERRED DESTINATIONS:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

