

CARRIER – BROKER AGREEMENT

This Agreement between _____ ("Carrier") and Twelve Point Logistics ("Broker") is entered into for the purpose of specifying the terms and conditions under which Broker will engage Carrier to perform motor contract carriage and related services for Customers ("Shippers"), and under which Carrier will render those Services.

TERMS AND CONDITIONS

1. LEGAL STATUS OF PARTIES AND SERVICES

1.1 **Representations.** Carrier represents and warrants that it is duly registered with FMCSA as a for-hire motor carrier of property in interstate and foreign commerce pursuant to 49 U.S.C. § 13902. Broker represents and warrants that it is duly registered with FMCSA as a property transportation broker pursuant to 49 U.S.C. § 13904. It is agreed that Broker meets the definition of "broker" found at 49 U.S.C. § 13102(2) and shall function accordingly. The Parties shall render all Services in a competent and professional manner, and in accordance with all applicable federal and state laws and regulations of the jurisdiction(s) within which the Services are rendered.

1.2 **Contract Carriage.** All Services performed by Carrier pursuant to this Agreement shall be as a motor carrier of property in United States interstate and shall be rendered as contract carriage within the meaning of 49 U.S.C. § 13102(4)(B) and 14101(b). In connection with contract carriage Services, Broker and Carrier hereby expressly waive all provisions of Chapters 137 and 147 and any other provisions of Subtitle IV, Part B of Title 49, United States Code, to the extent that such provisions are in conflict with express provisions of this Agreement. The Parties do not, however, waive the provisions of that subtitle to registration, insurance or safety fitness.

1.3 **Relationship of Parties.** The relationship of Carrier to Broker is that of an independent contractor. By this Agreement the Parties do not intend to provide for divisions of profits between Carrier, Broker and/or any Shipper, or to clothe Broker and/or any Shipper with joint control over Carrier's performance of Services, or otherwise to create a *de facto* or *de jure* joint venture, joint enterprise or partnership between Carrier, Broker and/or any Shipper. Under no circumstances shall employees or agents of Carrier be deemed employees or agents of Broker or Shipper, nor shall Broker or Shipper be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of Carrier.

1.3 Carrier warrants that it will provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal and state operating authorities. If Carrier's safety rating changes at any time during this Contract's term or if Carrier is sold, merges or dissolves or experiences a change in control of ownership, Carrier will notify Broker immediately (within 24 hours). Carrier will (a) provide at its sole cost and expense, all equipment and personnel necessary or required for performance hereunder, (b) pay all expenses related, in any way, with the use and operation of the Equipment, and personnel, (c) maintain the equipment in good repair, mechanical condition and appearance, (d) utilize only competent, able, legally qualified and licensed personnel, (e) comply with applicable federal, state and/or local laws and regulations including those pertaining to its operations, cargo for transport, equipment and drivers, obtaining of all permits and licenses, and any representations or contractual clauses required thereby will be incorporated herein by reference or by operation of law.

2. SCOPES OF SERVICES

2.1 **Territories and Commodities.** Under no circumstances shall Carrier render services beyond the scope of its FMCSA registration (as it may be amended from time to time) unless the Services are exempt from legal requirements for such registration or authority.

2.2 **Carrier.** Carrier shall not subcontract any Services to third parties. Any such subcontracting shall not affect carrier's responsibilities or liabilities to broker under this agreement. As between Broker and Carrier, all costs of rendering the services (including compensation of subcontracts as well as payments of all taxes or other governmental assessments imposed on Carrier) shall be borne solely and exclusive by Carrier. The prohibition against subcontracting does not apply to a person leased to the Carrier pursuant to the provisions of 49 C.F.R. Part 376.

2.3 **Broker.** By arranging for transportation of shipments by Carrier pursuant to this Agreement, Broker represents and warrants that it has conducted due diligence to the creditworthiness of Shippers tendering such shipments, and that it vouches for same.

2.4 **Non-exclusivity of services.** Neither party intends to give the other Party any exclusive rights or privileges under this Agreement. Except as otherwise stated in this Agreement, either party may contact or otherwise provide service to any other motor carrier, broker, other intermediary or shipper.

3. RATES, CHARGES, TERMS AND CONDITIONS FOR SERVICES

3.1 **Rates and Charges.** Carrier shall be entitled to the rates and charges set forth in Attachment 2 as its sole and exclusive compensation for rendering the Services (including any Services subcontracted to third parties or performed in a capacity other than as a motor carrier, with or without the notices and consents required under Sections 2.2). Any rates or charges intended to apply only to particular shippers shall be separately set forth. No shipment tendered by Broker to Carrier within this Agreement shall be subject to rates or charges set forth in any tariff or rate schedule maintained by Carrier, unless those rates and charges are specifically set forth in Attachment 2. Rates and charges set forth in Attachment 2 on the effective date of this Agreement shall not be changed except by following the amendment procedures set forth in Article 12.3. Attachment 2 also sets forth miscellaneous terms, conditions and rules for specific Services (if applicable).

3.2 **Invoicing and payments.** Invoicing procedures (including electronic invoicing), payment due dates and any late payment penalties shall be specifically set forth in Attachment 2. Except as otherwise provided with respect to particular Shippers, the Parties agree as follows:

- (a) It shall be Carrier's responsibility to invoice Broker for the freight charges owing to Carrier, unless otherwise stated in Attachment 2.
- (b) It shall be Broker's responsibility to invoice Shipper for Carrier's freight charges and Broker's commissions or other fees, and to take necessary measure to collect such invoices.
- (c) It shall be Broker's responsibility to remit freight charges owed to the Carrier within the time periods set forth in Attachment 2, regardless of any late payment or non-payment to Broker by Shippers.

(d) Carrier will have no responsibility for collection or payment of Broker's commissions or other fees.

(e) Carrier must send all BOLs/PODs to ap@twelvepointlogistics.com within 48 hours, or carrier will be deducted \$50 from the linehaul.

3.2 **Pricing Disputes.** If Carrier alleges underpayment of applicable freight rates and charges by Broker, or if Broker alleges overcharges, over collection or receipt of duplicate payments by Carrier, notice of such claims must be given in writing by the aggrieved Party to the other Party within one hundred eighty (180) days after delivery or the first attempted delivery of involved shipment(s) by Carrier. The Party receiving any such claim shall process it in accordance with the provision codified at 49 C.F.R. Part 378 as the Effective Date of this Agreement. Any civil action or arbitration proceeding with respect to such a claim shall be filed within eighteen (18) months after delivery or the first attempted delivery of the involved shipment(s) by Carrier.

4. FREIGHT DOCUMENTATION

The terms of this Agreement and any addendums thereto shall apply to all shipments tendered to carrier within the scope of Article 2.1 and shall take precedence over any conflicting terms contained in any bill of lading, receipt or other transportation document (Shipment Document) issued for all shipments tendered by a Shipper within the scope of the Services.

5.INSURANCE; BROKER BOND

5.1 **Broker.** Broker shall at all times maintain a surety bond/trust in amount no less than \$75,000. The form and terms of the bond shall be consistent with the provisions of FMCSA Form BMC 84.

5.2 **Carrier.** Carrier agrees to provide any insurance coverage required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non- renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US \$100,000 per shipment, a deductible no greater than US \$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee,(ii) Carrier must maintain \$1,000,000 in General Liability Coverage (iii) Commercial Automobile Liability insurance with a combined single limit of not less than US \$1,000,000 per occurrence and without aggregate limits, (iv), worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits no less than US \$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under United States Department

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of Transportation ("DOT") regulations, public insurance including Commercial Automobile insurance limits required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial Automobile insurance limits pertaining to the hazard classification of the cargo as defined by DOT, an MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for a particular radius of operation. Carrier shall furnish Broker with certificates from the insurers evidencing such coverages and providing for not less than thirty (30) days advance written notice of cancellation or non-renewal of coverage or trust or shall cause the insurers to name the Broker as an additional insured or beneficiary for the sole purpose of receiving such 30-day written notices of cancellation or non-renewal.

5.3 Safety Rating and Operating Authority. Carrier shall maintain at all times a "satisfactory" US DOT safety rating and requisite operating authority.

6. CARGO LIABILITY

6.1 Carrier Cargo Liability. Carrier assumes full liability for the greater of replacement cost, shippers/consignor's commercial invoice or market value for loss or damage or destruction of any and all goods or property tendered to carrier by broker, and for the full course of carriage. Carrier shall inspect each load at the time it is tendered to carrier to assure its condition. If carrier is tendered a load which is not is suitable condition, it shall notify broker immediately. Cargo which has been tendered to carrier intact and released by carrier in a damaged condition or lost or destroyed subsequent to such tender to carrier shall be conclusively presumed to have been lost, damaged or destroyed by carrier unless carrier can establish otherwise by clear and convincing evidence. Deliveries with broker seals shall be rejected and declared a total loss for which the carrier is held responsible. Carrier shall either pay broker directly or allow broker to deduct from the amount broker owes carrier, the amount of customer's full actual loss. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker shall deduct from the amount broker otherwise owes carrier, the customer's full actual loss of all claims that are not resolved within 90 days of the date of the claim. Carrier agrees to indemnify broker, for any payments relating to such loss or damage incurred hereunder. In the even of an accident, carrier shall notify broker immediately for further instruction. Carrier shall return all damage shipments at its expense to the point of origin or to other points as instructed by broker. Claims notification and salvage procedures will be followed in accordance with the procedure described in 49 C.F.R. § 370.1-11. Carrier will make all payments pursuant to the provisions of this section within thirty (30) days following receipt by the carrier customer's invoice or demand and supporting documentation for the claim.

6.2 Sealed Trailers. If Shipper loads and seals a trailer or semitrailer tendered to Carrier without a representative of the carrier inspecting and counting the cargo during the loading process, Carrier shall

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be absolved of any liability of shortages or damage upon delivery of the trailer or semitrailer with the seal intact.

6.3 **Shipper's Load and Count.** If a shipper preloads trailers or semitrailers and a representative or Carrier is not present to verify cargo or stowage adequacy during the loading process, the load shall be considered as moving on a "shipper's load and count" basis regardless of whether it is sealed or weather "SL&C" or a similar notation appears on the Uniform Receipt.

6.4 **Carrier Moving Perishables.** Carrier will verify that the equipment is suitable for the transportation of food, dairy & milk products for human or animal consumption, as applicable, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy and if milk is transported, comply with the procedures stipulated at the attached Exhibits A, B, C & D, incorporated as an integral part of this Agreement. Carrier warrants that the Carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request.

Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

Carrier will maintain effective driver screening, training, qualification and monitoring procedures and will provide Broker with information about these procedures upon request. Carrier will cause its drivers and other Carrier Representatives to operate their vehicles and equipment in a proper and lawful manner and to maintain equipment used to provide the Transportation Services in good, safe, sanitary, disinfected and lawful operating condition at all times. Carrier will use equipment that has been cleaned and sanitized in accordance with reasonable efforts not to supply equipment for Transportation Services that has been previously used to transport other product. The Carrier must provide their cargo insurer with all records that relate to a loss and permit copies and abstracts to be made from them upon request. Broker's customer is a third party beneficiary of this Agreement. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Broker or Shipper.

Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leakproof and free of contamination or infestation) to protect the cargo being transported, will reject any equipment that is not in apparent good condition, clean and disinfected and will immediately (no later than 60 minutes) inform Broker of its rejection. Carrier acknowledges that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier assumes liability related to such failure, for damage or loss to product cargo transported in such equipment.

All vehicles used for the transportation of pasteurized milk and milk products shall be constructed and operated so that the milk and milk product are maintained at 7°C (45°F) or less and are protected from contamination. Milk tank cars, milk tank trucks, and portable shipping bins shall not be used to transport or contain any substances that may be toxic or harmful to humans.

Carrier will maintain compliance with California TRU Regulation under California Code of Regulations Title 13, Division 3, Chapter 9, Article 8, Section 2477, as applicable.

6.5 Shipping Document Execution. Carrier is to be named on the bill of lading as the "carrier of record."

Initials: _____

7. REIUSED FREIGHT; SALVAGE, AND WAREHOUSE LIABILITY

Carrier shall waive any and all right of salvage or resale of any Customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and goods shipped by Carrier. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets.

8. INDEMNIFICATION; NO CONSEQUENTIAL DAMAGES

8.1 INDEMNIFICATION. CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED 3RD PARTY BENEFIICIARIES) FROM ANY AND AGAINST ALL LOSSES (AS DEFINED BELOW), ARISING OUT OF OR IN CONNECTION WITH CARRIAGE TENDERED TO CARRIER, INCLUDED THE LOADING, UNLOADING, HANDLING, TRANPORATION, POSSESSION, CUSTODY, USE OR MAINTINANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY OR ANY CARRIER REPRESENTATIVE. CARRIERS'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL BOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENET OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENET PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANYWAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE.

"Losses" mean any all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, fines, actions, causes of action, claims, suites, demands, cost and expenses of any nature what so ever, including reasonable attorneys', and paralegal fees and other cost of defense, investigation and settlement, cost of containment, cleanup and remediation of spills, releases or other environmental contamination and cost of enforcement of indemnity obligations.

9. NO RIGHT TO LIEN OR DELAY RELEASE OF CARGO OR EQUIPMENT. Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against broker, its customers, or any cargo or equipment, for failure of broker, the customer or any other 3rd party to pay carrier for charges due to carrier.

10. DISPUTE RESOLUTION

Having entered into this Agreement in good faith, the Parties agree that the terms and procedures set forth below hereto shall be controlling if a dispute arises with regard to its application or interpretation.

10.1 Meet and Confer; Mediation. Either Party may give Prior Notice to the other regarding the existence of a dispute. Within the thirty (30) days following the date of the Notice, representatives or the Parties with full settlement authority shall meet and confer at least once in an effort to resolve the dispute among themselves. If such efforts fail the Parities shall engage an experienced mediator upon such terms and such cost allocation as may be mutually agreeable to the Parties.

10.2 Arbitration. If after the expiration of the thirty (30) day period set forth in 10.1 a dispute is not resolved voluntarily, the Parties shall submit the matter for final and binding arbitration under the Commercial Rules of the American Arbitration Association ("AAA"), as modified herein, before a single arbitrator with appropriate subject matter expertise. Such arbitration shall take place at a mutually agreed location or, failing agreement on a location, then at a location most

nearly equidistant between the respective headquarters locations of the Parties. The award of the arbitrator may be enforced in any court of competent jurisdiction.

10.3 Selection of Arbitrator. If the parties are unable to agree on a mediator or arbitrator, the parties shall each submit to the other a list of acceptable and qualified mediators or arbitrators in order of preference. The first name to appear on both lists shall be appointed the arbitrator. The arbitrator shall be reimbursed all expenses and compensated at his or her standard rate.

10.4 Discretion of Arbitrator.

(a) The arbitrator shall base the award on the terms of this Agreement, federal transportation law, including existing judicial and administrative precedence, and by the arbitration law of the Federal Arbitration Act, Title 9 U.S. Code. The arbitrator shall apply each in the order of precedence with the former having primary control.

(b) The arbitrator shall have the power to order the parties to present evidence, including documents or testimony that the arbitrator deems necessary to the rendering of a fair and equitable decision. The arbitrator shall have the final judgment, in accordance with the federal rules of civil procedure as to what evidence and testimony to permit to be entered in the proceeding and the weight to be accorded each.

(c) The arbitrator shall have no power to award punitive damages or any award of damages shall be limited to actual damages.

(d) The parties expressly agree that this Agreement shall confer no power or authority upon the arbitrator to render any judgment or award that is erroneous in its application of the terms of this Agreement *or* substantive law.

(e) The arbitrator shall render the award in writing and, unless both parties agree otherwise, shall include an explanation of the reasons for the award, which may be limited to the extent necessary to support the award and need not attempt to cover all issues raised by the parties.

10.5 Equitable Relief. The arbitrator shall have the power to order equitable relief, including protection of the status quo pending the completion of the arbitration and the issuance of the decision. Pending the settlement of the dispute by voluntary means pursuant to paragraph 11.1 or the appointment of an arbitrator under paragraph 11.2, either party may go to a court of competent jurisdiction to seek equitable relief, including a temporary injunction or restraining order. Upon the appointment of the arbitrator, any relief granted by the court shall remain in effect until reversed or removed by the arbitrator or until a final arbitration decision is issued and entered.

10.6 Claims and Pricing Disputes. If a dispute involves a cargo or personal injury claim or the pricing of Services, the provisions of Article 10 are subject to any inconsistent provision of Article 6 or Section 3 of Article 3 respectively.

11. CONFIDENTIALITY; BACK-SOLICITATION

Except to the extent required by law, neither Party shall disclose to third parties (other than to freight bill auditors, prospective capital providers and outside professionals, if such parties agree to similar confidentiality terms) either the terms of this Agreement or any confidential or proprietary information either party learns about the other in the course of performing Services under this Agreement, including but not limited to software, business methods, customer lists, or the rates, valuation,

origin, destination and consignee identify for any shipment within the scope of the Services. Except upon a material breach of this Agreement by Broker, carrier shall refrain from directly soliciting freight business during the term of this Agreement from any entity which was not solicited by Carrier prior to the Effective date.

12. MISCELLANEOUS

12.1 **Governing Law.** Except to the extent that the application of such laws is prohibited by the provisions of 49 U.S.C. § 14501 (c) or other law, this Agreement shall be interpreted in accordance with the laws of the State of Tennessee, disregarding any choice-of-law principle under which that State would look to the laws of another jurisdiction.

12.2 **Notices.** Any Notice required or permitted under this Agreement shall be deemed sufficient if sent by prepaid first-class mail, by a nationally recognized overnight courier, or by facsimile transmission, if such Notice is sent to the address or fax number of, and marked to the attention of the individual noted in the signatory provision of this Agreement or to any other individual designated by the Party. Notices shall be considered to have been received by the addressee Party on the third (3) business day after mailing, on the first (1) business day after deposit with an overnight courier, or on the day a facsimile is transmitted if the sending machine produces written confirmation of a successful transmission. Each Party may change its designated contact, or update information for such individuals, by Prior Notice to the other Party in accordance with this article 14, and without formal amendment of this Agreement under Article 12.3.

12.3 **Entire Agreement Amendments:** This Agreement represents the entire agreement and understanding of the Parties with regard to its subject matter. No prior understandings of the Parties, whether written or oral, nor any documents not specifically incorporated into this Agreement, nor any course of conduct of the Parties before or after the Effective Date of this Agreement, shall have the effect of modifying the Parties' rights and obligations under this Agreement in any way. Except as provided in Article 12.2 with regard to changes in Designated Contact information and listings, no amendment to this Agreement shall be valid unless set forth in writing, is marked with a unique amendment number, specifies the articles, sections and/or Attachments being amended, specifies an effective date for the amendments, and is signed by the Designated Contact of both Parties.

12.4 **Severability.** To the extent that any provision of this Agreement may be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall become ineffective as to all matters within the jurisdiction of that court. The court's holding, however, shall not be treated as affecting the validity or enforceability of any other provision of this Agreement, nor as affecting the validity or enforceability of any part of this Agreement in other jurisdictions.

12.5 **Waiver.** Neither the failure of a Party to exercise any right, power or privilege under this Agreement, nor its delay in any such exercise, shall operate as a waiver of that right, power or privilege. No such waiver shall be binding on either Party unless it is in writing and signed by a Designated Contact of the Party against which the waiver is asserted. No such waiver on one occasion shall preclude subsequent full enforcement of a party's rights, powers and privileges under this agreement or at law or in equity.

12.6 **Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of, both Parties as well as their respective successors and permitted assigns. Assignment of this Agreement by either Party requires Prior Notice to and Consent by the other Party. Neither Party shall unreasonably withhold Consent for an assignment by the other Party to an Affiliate of the assigning Party, provided that the Affiliate first agrees in writing to comply with all terms and conditions of this Agreement.

12.7 Term of Agreement. This Agreement shall remain in full force and effect for a one-year period following the Effective Date, and thereafter shall be renewed automatically on a year-to-year basis, unless and until terminated as set forth in the next sentence. Each Party has the right to terminate this Agreement at any time, with or without cause, by providing Prior Notice to the other Party at least thirty (30) calendar days in advance of the proposed termination date (unless shorter notice period is specified in particular circumstances by particular provisions of this Agreement as amended from time to time). If any shipment within the scope of Services remains in transit on the effective date of termination of this Agreement, both Parties' rights and duties under this Agreement shall remain in effect with respect to such shipment until it is delivered and all related invoices and claims are satisfied.

12.8 Counterparts. This Agreement may be executed in one or more counterparts, any and all of which shall constitute one and the same instrument.

12.9 Captions. The captions and headings set forth in this Agreement are for convenience only. They shall not be considered a part of this Agreement, nor affect in any way the meaning of its terms and conditions.

WHEREFORE, the Parties have executed this instrument as their legally binding agreement as of the effective Date first written above.

_____ (BROKER)

By its Designated Contact:

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

_____ (CARRIER)

By its Designated Contact:

Signature: _____

Printed Name: _____

Title: _____

Initials: _____

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

Initials: _____



Policy Number: SEVERAL

Date Entered: 12/18/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HAMILTON PLACE INSURANCE AGENCY, INC. PO Box 23626 Chattanooga TN 37422 115 Airport Road Suite 3000-A CHATTANOOGA, TN 37422	CONTACT NAME: RAYMOND CHINERY OR SHEILA STAPP	
	PHONE (A/C, No, Ext): (423) 899-8400	FAX (A/C, No): (423) 899-2089
	E-MAIL ADDRESS: Sheila@hamiltonplaceins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: CERTAIN UNDERWRITERS AT LLOYDS	
	INSURER B: CNA % NCCI	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			THBZB01026	12/20/2020	12/20/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> CONTINGENT AUTO LIAB <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			THBZB01026	12/20/2020	12/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6S59UB-1K172241	2/3/2020	2/3/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	FREIGHT BROKER E & O			THBZB01026	12/20/2020	12/20/2021	\$ 250,000
A	CONTINGENT CARGO			THBZB01026	12/20/2020	12/20/2021	\$ 250,000
A	REFRIGERATED CARGO			THBZB01026	12/20/2020	12/20/2021	INCLUDED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CANCELLATION FOR NON PAY WILL BE A 10 DAY WRITTEN NOTICE PER STATE LAW

FREIGHT BROKER OPERATION - MC# 062446 / DOT# 3073321

CERTIFICATE HOLDER FOR INFORMATION PURPOSES ONLY FOR INFORMATION PURPOSES ONLY FOR INFORMATION PURPOSES ONLY FOR INFORMATION PURPOSES ONLY FOR INFORMATION PURPOSES ONLY FOR INFORMATION PURPOSES ONLY FOR INFORMATION PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
November 19, 2018

LICENSE
MC-62446-B
U.S. DOT No. 3073321
TWELVE POINT LOGISTICS
SODDY DAISY, TN

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). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in cursive script, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TWELVE POINT LOGISTICS, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
13304 BLAKESLEE DR

6 City, state, and ZIP code
SODDY DAISY, TN 37379

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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OR

Employer identification number

8	2	-	3	4	4	5	2	9	2
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 11/16/18

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.