



Post Office Box 71946 - Albany, Georgia 31708-1946
Toll Free 800-745-1579 / (229) 438-0141 / Fax (229) 438-7876
www.addtran.com

Dear Carrier Applicant:

Thank you for your interest in becoming an approved carrier for AddTran Logistics, Inc. We offer excellent service through our competitive rates, prompt service, and experienced professionals. Make certain you return the following information to us as soon as possible so that we may qualify you for use:

1. **IMPORTANT: Insurance Certificate listing ADDTRAN LOGISTICS, INC. as certificate holder. We will not release information until we have a valid form of insurance corresponding with company policy.**
2. **Copy of your ICC Contract Carrier Authority.**
3. **Contract Carrier Profile Form**
4. **W-9 Form for taxpayer identification number and certification (W-8 Form, Canadian)**
5. **Signed Contract (must be signed and initialed by authorized representative, or officer of company).**

Other Information (if applicable):

_____ Drivers need TWIC Cards if you haul to Ports

_____ Canadian authorities your company holds

_____ Copy of your haz-mat registration

To be approved as a carrier for AddTran Logistics, Inc., your DOT safety rating must be satisfactory. If you are not rated in the SAFER database, we may qualify you based on your "Safe Stat" data. This information can be found at www.safersys.org.

If you have any questions, please call us at (800) 745-1579. Please return this information by fax to (229) 438-8371. Thank you again for your interest in hauling for AddTran Logistics, Inc. and we look forward to hearing from you. You can e-mail us at dispatch@addtran.com.

Regards,

Linda Davis

*****THIS IS NOT A RATE AGREEMENT*****

Linda

Please Read Initial Page for List of Requirements

ADDTRAN LOGISTICS, INC.

P.O. Box 71946
Albany, GA. 31708-1946

MC 441427
FID: 22-3863792

800-745-1579
229-438-0141
Fax: 229-438-8371



AddTran Logistics, Inc. is a transportation logistics corporation with a mission of providing superior transportation services to the manufacturing, distribution, and agricultural industries. Our goal is to provide transportation solutions for domestic and export shipping needs.

We specialize in container import and export from all Atlantic and Gulf of Mexico ports.

Management Team

AddTran Logistics, Inc. has a very experienced and knowledgeable staff, which understands the demands of logistics and distribution planning. Team members include multiple years of brokerage, motor carrier, and forwarding experience.

Together with our associate carriers, we wish to provide superior service to our customers which results in success for our carriers and ourselves.

Contact Information

Toll Free: (800) 745-1579

Local: (229) 438-0141

Fax: (229) 438-8371

Addison Davis	President	ext 109	addison.davis@addtran.com
Linda Davis	Vice President - Sales	ext 105	linda.davis@addtran.com
Olivia Coston	Accounts Payable	ext 111	admin@addtran.com
Stephanie Spicer	Customer Service	ext 102	customerservice@addtran.com
Lee Tennyson	Dispatch Manager	ext 104	lee.tennyson@addtran.com

Everyone in the Dispatch Department has access to dispatch@addtran.com. Please use this as your general destination address for questions or comments.

TN Customer Service Office – Teri Thomas

Phone: (Direct) 229-438-2417; (800) 745-1579 ext 123;
 (Local) 901-385-2691; customerservice@addtran.com

ADDTRAN LOGISTICS, INC. CONTRACT CARRIER PROFILE

Carrier Name: _____

Dispatcher: _____

Mailing Address: _____

Phone Numbers: (local) _____ (800) _____

Fax Numbers: _____

Web Site: _____

E-Mail Address: _____

Cargo Insurance Carrier: _____

Cargo Insurance Carrier Phone Number: (____) _____

Liability Insurance Carrier: _____

Liability Insurance Carrier Phone Number: (____) _____

Equipment

How Many: Tractors: _____ Teams: _____ Single _____

Vans: _____ Size: 45' _____ Size: 48' _____ Size: 53' _____

Reefers: _____ Flats: _____ Tankers: _____

List Of Lanes/States You Prefer To Run In: _____

Authority

Contract _____ Common _____ Broker _____ Forwarder _____

Do you haul hazardous materials? _____

FID# _____ MC# _____

Memo

To: AddTran Employees
From: Addison Davis
Date: 10/19/2005
Re: Pay Terms and Quick Pay

I feel like there is some confusion in regards to our pay terms verses quick pay, so I wanted to put something in writing that everyone can refer to when talking to carriers.

When someone asks if we offer quick pay, the answer is YES.

First, tell them that our normal payment for services averages 7 days from receipt of their completed invoice. To be specific, I pay carriers every Tuesday for all completed invoices received by the preceding Friday. By completed invoices, I mean that I have received an invoice, a signed rate agreement, and a copy of the bill of lading signed as received by the consignee (aka proof of delivery or P.O.D.).

If the carrier is interested in quick pay (meaning payment faster than normal terms) we do offer, but it has a fee (or discount) of 5% of the total rate to the carrier. These checks will be issued and mailed within one (1) business day of receipt of their completed invoice. If a carrier wishes to receive quick pay, they must still send an invoice, a signed rate agreement, and proof of delivery along with quick pay designated on the invoice. They should also show the discounted amount on the invoice so there is no question as to the money they will be receiving. This discounted amount can be the percentage (5%) or the exact dollar amount. For example, if the rate to the carrier is \$800 and they want quick pay, their invoice should state their request for quick pay and a credited amount of \$40 or 5% of gross.

If you have any questions, please feel free to ask.

Summary:

- 1.) Normal carrier payment terms average 7 days from receipt of completed invoices.
- 2.) Quick pay is available at a fee of 5% and checks will be mailed within 1 business day of receive of completed invoices.



VF Jeanswear
Dedicated Logistics
June 19, 2007

To Whom It May Concern:

It is with great pleasure and full confidence that I write this letter of recommendation for Addtran Logistics, Inc. I have been doing business with Addtran Logistics since its inception and continue to be impressed with their professionalism, courtesy, efficiency, and willingness to do what it takes to get the job done. The folks at Addtran are not satisfied until their customers are satisfied. I have found that this quality, unfortunately, is in somewhat short supply in today's fast-paced world of transportation and logistics. Fortunately, as Addtran continues to expand their reach and develop new avenues for business opportunities, the emphasis on customer service is given even greater importance and prominence in their mission.

We at VF Jeanswear are the private fleet for VF Corporation (Wrangler, Lee, Red Kap, Nautica, The North Face, etc.) and, on a daily basis, Addtran helps to find freight for our trucks that would otherwise be sitting idle or running empty miles to the next company reload. We have come to depend greatly upon their expertise in locating the right loads in the right locations for our available equipment. Again, the willingness to go the extra mile to satisfy their customers is key to Addtran's success here.

We are also excited about the opportunity to work with Addtran to handle some of our excess freight. This is a new opportunity for us and I am confident in the experience and expertise that Addtran brings to the negotiating table on our behalf regarding our freight outsourcing. I look forward to working together with Addtran Logistics on this and many more business endeavors in the coming years.

Please feel free to contact me directly should you have any questions or need additional information. I will be happy to be of service.

Sincerely,

Alan Lowe
Manager-Revenue & Outsourcing
VF Jeanswear, LP
864-269-4531 ext. 244
864-423-9722 cell
alan_lowe@vfc.com
www.vfc.com

**ADDTRAN LOGISTICS, INC.
P.O. BOX 71946 ALBANY, GA. 31708-1946
PHONE 229-438-0141 FAX 229-438-8371**

CARRIER REFERENCES

1. FARMER'S GIN & STORAGE - P.O. BOX 820 WADLEY, GA. 30477 PHONE: 478-252-5311 FAX: 478-252-5768 CONTACT - ANN SMITH
2. DANIEL TRUCKING - 225 BARBER RD. NASHVILLE, GA. 31639 PHONE 229-686-2327 FAX 229-686-5040 CONTACT – TIM DANIEL
3. VF JEANSWEAR, LLC – 609 S. Old Piedmont Hwy. Greenville, SC 29611 – PHONE 864-269-4531 x244 Contact – ALAN LOWE

Bank Reference

SunTrust Bank
710 N. Westover Blvd.
Albany, GA 31707
(229) 430-5521
Officer: Perry Revell



POWER OF ATTORNEY
S-723668

KNOW ALL MEN BY THESE PRESENTS: That the NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

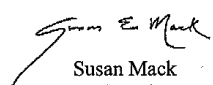

does hereby make, constitute and appoint **Mason Grashot** its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-723668 dated September 7, 2009 on behalf of **Addtran Logistics** in favor of **US Dept of Transportation** for **Ten Thousand and 00/100** Dollars (\$ 10,000.00) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of the NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed this 1st day of March, 2007.

NGM INSURANCE COMPANY By:


Susan Mack
Senior Vice President 

State of Florida,
County of Duval

On this 1st day of March, 2007 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Susan Mack of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article V, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 1st day of March, 2007.

 
P. A. Harrell
Commission # DD464125
Expires August 21, 2009
Florida Title Plan - Insurance, Inc. 800-365-7018

I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 14 day of July, 2009.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-358-1343.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1206.

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see Instructions) ▶ _____	
	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 Line 1 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
or
Employer identification number

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

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

To: 'David Spalinger' CSID: 8883430996 11:54, p 2



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
October 09, 2002

LICENSE
MC-441427-B
ADDTRAN LOGISTICS, INC
ALBANY, GA

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 black ink that reads "Terry Shelton".

nrc

0005741 09-Oct-02 12:57P

BROKER - CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and between **AddTran Logistics, Inc.** ("BROKER"), a Registered Property Broker, Lic. No. MC-441427, and _____, a Registered Motor Carrier, Docket # MC-_____/ DOT-_____ ("CARRIER"); collectively, the "Parties". ("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 IT:

- A. 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. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- D. 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 motor carrier.
- E. Will not re-broker, assign or interline the shipments hereunder, 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 delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H CARRIER will be liable for consequential damages for violation of this Paragraph.
- F. 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 hereunder constitute Hazardous Materials; security regulations; 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, perishable, and other 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. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- H.
 - i. Subject to the express monetary insurance limits in Par 3.D as to CARRIER, and BROKER'S monetary insurance limits for public liability, \$1,000,000.00, and property damage, \$100,000.00, or such other amounts as mutually agreed by the Parties in writing, CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, and BROKER shall defend, indemnify, and hold CARRIER harmless from any claims, actions, or damages, including cargo loss and damage, theft, delay, damage to property, personal injury or death, arising out of its performance hereunder. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

- ii. Except for CARRIER's liability under Par 1.E, unless otherwise agreed in writing, and regardless of whether the Parties insurance as referred to in sub par i) above, is valid or provides coverage, the Parties indemnity obligations shall not exceed the monetary insurance limits referred to in sub par i).
- I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".
- J. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- K. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness 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 offer CARRIER at least three (3) loads/shipments annually. 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. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference (Exhibit A, et seq.). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq.
- 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 herein by reference as part of Exhibit A, Amendment 1, et seq. 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.
- 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. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and 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 60 (business days) advance written notice. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.
 - ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.
- E. **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$10,000.00 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.
- E. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in

control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

3. CARRIER RESPONSIBILITIES:

- A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will 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 will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- B. BILLS OF LADING: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 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 thereof, and the trailer(s) 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 (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.
- C. LOSS & DAMAGE 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 and damage claims and salvage and
 - ii. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and
 - iii. Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub par (ii) above.
 - iv. Except as provided in Par 1.E above, 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 to assume such responsibility in writing.
 - v. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 45 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 45 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
 - vi. CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under sub par b) above, shall not exceed \$100,000.00 unless CARRIER is notified by BROKER or Shipper of the increased value 3 days prior to shipment pick up.
- D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000.00; cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits, which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall

be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.

- E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.

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 herein shall be construed to be inconsistent with this provision.
- B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract 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.
- C. WAIVER OF PROVISIONS:
- i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
 - ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.
- D. DISPUTES: In the event of a dispute 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 (select one):
___ Transportation Arbitration and Mediation PLLC (TAM), ___ American Arbitration Association (AAA), ___ Transportation ADR Council, Inc. (ADR), ___ DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon mutual agreement of the Parties, or if no agreement, then 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 freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney 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 arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR, DRC or TAM nearest Albany, GA or such other place as mutually agreed upon in writing 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 shall be in Georgia. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Georgia shall be controlling. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.
- E. NO BACK SOLICITATION:
- i. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 24 months following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.
 - ii. In the event of breach of this provision, BROKER shall be entitled, for a period of 24 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of ten percent (10%) of the gross transportation revenue (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 it is successful, CARRIER

shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

- F. 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, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.
 - ii. In the event of violation of this Confidentiality paragraph, 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 prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.
- H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et.seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).
- I. NOTICES:
- i. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.
 - ii. THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
 - iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it 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.
- K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- M. FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

N. ENTIRE AGREEMENT: Except for Exhibit A and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

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

(BROKER)
Company Name:
AddTran Logistics, Inc.
Authorized Signature:

Printed Name:

Title:

Company Address:
P.O. Box 71946

Albany, GA 31708-1946

Phone: (228) 438-0141

Fax: (228-438-8371)

Email:

(CARRIER)
Company Name:

Authorized Signature:

Printed Name:

Title:

Company Address:

City: _____ State: _____ Zip: _____

Phone:

Fax:

Email: