

Dispatch 919.524.2094  
Fax 919.249.1373

**SAS TRANSPORT, LLC**

PO Box 1633  
Pittsboro, NC 27312



aescott@haulinsas.com

**ANTHONY E. SCOTT**  
OWNER

USDOT #2001150  
ICC MC #706559

## **CARRIER PROFILE/INFORMATION**

### **SAS Transport, LLC**

**EIN/FID #: 27-2012637**

**US DOT # 2001150**

**MC # 706559**

Mailing Address: PO Box 1633  
Pittsboro, NC 27312

Physical Address: 118 Siler Crossing  
Siler City, NC 27344

### **CONTACT**

**Anthony Scott:** Accounting/Operations  
ph.919.663.6090 (Office Line)  
fx.919.249.1373  
cl.919.524.2094  
hm.919.742-4260  
aescott@haulinsas.com

**Jennifer D. Scott, Esq.:** Legal  
cl.919.236.9263  
admin@haulinsas.com

**Jeff Snipes:** Operations/Dispatch Manager  
cl.919.353.8629  
jcsnipes@haulinsas.com

**THANKS FOR HAULIN'**  
www.haulinSAS.com



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OWNER**

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Pittsboro, NC 27312



USDOT #2001150  
ICC MC #706559

Consistent Year Round Freight

Trip Advances Available *(Upon PU Verification; \$10 Comehek Fee)*

Quick Pay Available *(See Included Quick Pay Information Page)*

Operations Staff Available 24/7 *(Phone Or Email)*

Load And Reload Available

"To The Truck" Pay Is 90% of Total Load Revenue *(No Holding Onto Loads For Low Bid Trucks; If We Have It, First Truck Gets It, No Negotiating)*

Lumpers Paid or Reimbursed

100% Of Detention Amount Is Paid To The Truck *(Must Comply With Customer Detention Policy And Communicate Your Delay With SAS Transport, LLC Directly While Being Detained)*

**Please Contact Anthony Or Jeff If You Have Any Questions**

**Anthony Scott**  
919.524.2094  
aescott@haulinsas.com

**Jeff Snipes**  
919.353.8629  
jcsnipes@haulinsas.com

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Arlon Gardner Trucking Inc

682 Riser Rd.

Forest, MS 39074

601-469-4410

Reefer Truck Brokers, Inc

PO Box 976

Lucedale, MS 39452

Contact: Pat Parker

601-947-1691

Berg Grain & Produce Inc

PO Box 1500

Fargo, ND 58107

800-765-2374

Bank:

Fidelity Bank

Siler City, NC 27344

Contact: Amanda Underwood

919-663-3621

THANKS FOR HAULIN'  
www.haulinSAS.com



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## PAY OPTIONS

\_\_\_\_ Quick pay by Comchek Within 24hrs after SAS Transport, LLC receives a legible scanned copy of BOL/POD. 5% of remaining agreed rate (5% not deducted from any advanced funds) plus \$10 Comchek fee. Original BOL/POD must still be mailed in. (Quick pay is processed on normal business days)

\_\_\_\_ Quick pay by check in standard mail. Processed and mailed the same week SAS Transport, LLC receives the original BOL/POD. 1.5% of remaining agreed rate.

\_\_\_\_ Standard 30 day pay by mail after SAS Transport, LLC receives the original BOL/POD.

All pay options are based on any OSD issues being cleared up prior to final settlement.

THANKS FOR HAULIN'  
www.haulinSAS.com





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

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

**SERVICE DATE**  
March 19, 2010

**CERTIFICATE**  
**MC-706559-C**  
**SAS TRANSPORT LLC**  
**PITTSBORO, NC**

This Certificate is evidence of the carrier's authority to engage in transportation as a **common carrier of property (except household goods)** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to 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 carrier 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, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

**NOTE:** Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CMO



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

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

**SERVICE DATE**  
**February 08, 2013**

**LICENSE**

**MC-706559-B**

U.S. DOT No. 2001150  
SAS TRANSPORT LLC  
SILER CITY, NC

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, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation  
Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906  
or Notice of Cancellation of the Agreement

# FORM BMC-85

Filer FMCSA Account Number: 25998

License No. MC- 706559

KNOW ALL MEN BY THESE PRESENTS, that we, SAS TRANSPORT LLC  
(Name of Broker or Freight Forwarder)  
of 7324 SILK HOPE GUM SPRINGS RD SILER CITY North Carolina 27344  
(Street) (City) (State) (Zip)  
as TRUSTOR (hereinafter called Trustor), and ITS Financial Services, LLC  
(Name of Trustee)  
a financial institution created and existing under the laws of the State of Idaho as TRUSTEE (hereinafter called Trustee)  
(State)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

- 7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
- 8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
- 9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
- 10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
- 11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
- 12. This agreement shall be governed by the laws in the State of Idaho, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 1st day of October, 2013, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 1st day of October, 2013.

**TRUSTOR**

SAS TRANSPORT LLC  
 COMPANY NAME  
7324 SILK HOPE GUM SPRINGS SILER CITY  
 STREET ADDRESS CITY  
North Carolina 27344 (919) 742-4260  
 STATE ZIP CODE TELEPHONE NUMBER

Tennifer D. Scott  
(type or print Principal officer's name and title)

Tennifer D. Scott  
(Principal officer's signature)

Sara E. H. Allen  
(type or print witness's name)

Sara E. H. Allen  
(witness's signature)

**TRUSTEE**

ITS Financial Services, LLC  
 COMPANY NAME  
222 N. Plymouth Ave. New Plymouth  
 STREET ADDRESS CITY  
Idaho 83655 866-812-9675  
 STATE ZIP CODE TELEPHONE NUMBER

Joe W. Foxall - President  
(type or print Principal officer's name and title)

Joe W. Foxall  
(Principal officer's signature)

Ronnie Handwick  
(type or print witness's name)

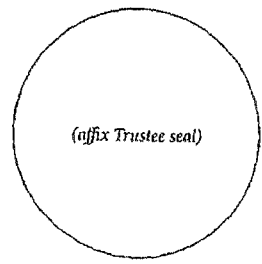
Ronnie Handwick  
(witness's signature)

**NOTICE OF CANCELLATION**  
 This is to advise that the above Trust Fund Agreement executed on the \_\_\_\_\_ day of \_\_\_\_\_, is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 49 CFR 387.307, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 12:01 a.m., standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Signature of Authorized Representative of Trustee or Trustor

Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.





# Diamond Broker Program

**ITTrust**  
*Your bond working for you*

  
**INTERNET TRUCKSTOP**

# SAS Transport LLC

Is a participating member of the

Internet Truckstops' Diamond Broker Program

Meeting all performance, credit and bonding requirements



Valid through September of 2014 – MC 706559



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: NE

DATE (MM/DD/YYYY)

06/18/13

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 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 High & Rubish Insurance Agency P.O. Box 3040 6015 Farrington Rd, Ste 101 Chapel Hill, NC 27517 Jeffrey A. Rubish	919-913-1144	CONTACT NAME:	
	919-913-1155	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	SASTR-1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED SAS Transport, LLC Anthony Scott 7324 Silk Hope Gum Spgs Rd Siler City, NC 27344	INSURER A : Auto-Owners Insurance		18988
	INSURER B : Progressive Northern Insurance		
	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.

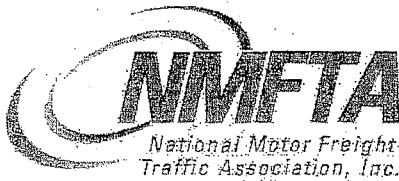
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR IWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		35079618	02/06/13	02/06/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/IO/AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY		07880844-2	03/15/13	03/15/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
B	CARGO		07880844-2	03/15/13	03/15/14	E.L. DISEASE - POLICY LIMIT \$ 100,000
	Broad Form					DEDUCT 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Refrigeration Breakdown coverage is included

## CERTIFICATE HOLDER

## CANCELLATION

GRE A	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 <i>Jeffrey A. Rubish</i>



May 08, 2012

ANTHONY SCOTT  
SAS TRANSPORT LLC  
PO BOX 1633  
PITTSBORO, NC 27312

#### CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **SXOL** has been renewed for:

SAS TRANSPORT LLC  
PO BOX 1633  
PITTSBORO, NC 27312  
MC-706559  
US DOT-2001150

This Alpha Code will apply only to the company name shown above through June 30, 2013. A renewal notice will be mailed approximately one month prior to expiration and must be returned promptly together with payment to ensure its continued validity. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address above.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy this letter has been requested by BCBP, only then should you forward the requested information (email preferred as a PDF or TIF attachment) to the following address:

CBP SCAC Processing  
Bureau of Customs and Border Protection  
7681 Boston Blvd., Beauregard 1st Fl Wing A  
Springfield, VA 22153  
AMS.SCAC@DHS.GOV

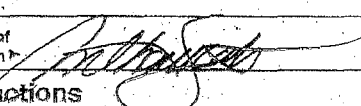
NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810

### 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) <b>SAS TRANSPORT LLC</b>	
	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 checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <b>P</b> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see Instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>PO BOX 1637</b> City, state, and ZIP code <b>PITTSBURGH, PA 15203</b> List account number(s) here (optional)	
Requester's name and address (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> 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 <i>How to get a TIN</i> on page 3.  Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<b>Social security number</b> <table border="1"> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td></tr> </table>				-			
				-				
<b>Employer identification number</b> <table border="1"> <tr><td>27</td><td>-</td><td>20</td><td>1</td><td>26</td><td>37</td></tr> </table>	27	-	20	1	26	37		
27	-	20	1	26	37			

<b>Part II Certification</b> 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).  <b>Certification instructions.</b> 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.	Signature of U.S. person ▶  Date ▶ <b>11-20-08</b>
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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.

**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.

<b>Social security number</b>								

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

<b>Employer identification number</b>								

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

**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.

Dispatch 919.524.2094

Fax 919.249.1373

aescott@haulinsas.com

SAS TRANSPORT, LLC

ANTHONY E. SCOTT

OWNER



PO Box 1633  
Pittsboro, NC 27312

USDOT #2001150  
ICC MC #706559

Carrier Name \_\_\_\_\_

MC # \_\_\_\_\_ EIN # \_\_\_\_\_ SCAC \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Dispatch Names \_\_\_\_\_

After Hrs # \_\_\_\_\_ Name \_\_\_\_\_

Email \_\_\_\_\_

Tractors \_\_\_\_\_ Reefer \_\_\_\_\_ Vans \_\_\_\_\_ Flatbed \_\_\_\_\_

TWIC Drivers (Y or N) \_\_\_\_\_

All 48 (Y or N) \_\_\_\_\_

Regions or State Exclusions \_\_\_\_\_



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## MOTOR CARRIER/BROKER AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between \_\_\_\_\_, a [sole proprietor, limited liability company, corporation] (circle one) organized under the laws of the state of \_\_\_\_\_ (“Carrier”), and **SAS Transport, LLC**, a Limited Liability Company organized under the laws of the state of North Carolina (“Broker”)(or collectively “Parties”) 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 Shippers (the “Services”), and under which Carrier will render those Services.

### TERMS & 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. If such registration is no longer required in the future, Broker represents and warrants that it 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 or foreign commerce 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 relating 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 division 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 the 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.

#### 2. SCOPE OF SERVICES

2.1. Territories and Commodities. The geographic and commodity scope of the Services shall be as set forth, and amended from time to time, as necessary, to include any commodity accepted by Carrier for transport in the 48 contiguous states. Under no circumstances, however, 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 shall not subcontract any Services to third parties without giving prior notice to Broker and obtaining Broker’s consent. Any such subcontracting, with or without notice and consent, 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 subcontractors as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be borne solely and exclusively 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 shall not ask or in any way pressure Carrier to violate any federal, state or other applicable law with regards to the performance of the Services. By arranging for transportation of shipments by Carrier pursuant to this Agreement, Broker represents and warrants that it has conducted due diligence with regard to the creditworthiness of Shippers tendering such shipments.

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 contract with 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 1 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 in Customer-Specific Addenda to Attachment 1. No shipment tendered by Broker to Carrier within the geographic and commodity scope of 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 1. Rates and charges set forth in Attachment 1 on the effective date of this Agreement shall not be changed except by following the amendment procedures set forth in Article 12.3. Attachment 1 also sets forth miscellaneous terms, conditions and business rules for specific Services (if applicable).

3.2 Invoicing and Payment. Invoicing procedures including electronic invoicing, payment due dates and any late payment penalties shall be as specifically set forth in Attachment 1. Except as otherwise provided in Customer-Specific Addenda 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.
- (b) it shall be Broker's responsibility to invoice Shippers for Carrier's freight charges and Broker's commissions or other fees, and to take necessary measures to collect such invoices.
- (c) it shall be Broker's responsibility to remit freight charges owed to Carrier within the time periods set forth in Attachment 1, 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.

3.3 Pricing Disputes. If Carrier alleges underpayment of applicable freight rates and charges by Broker, or if Broker alleges overcharges, overcollection 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 the involved shipment(s) by Carrier. The Party receiving any such claim shall process it in accordance with the provisions codified at 49 C.F.R. Part 378 as of 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 motor 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. Except as otherwise permitted by Customer-Specific Addenda to Attachment 1, the Shipment Document shall show Broker as the bill-to party for freight charges, shall not show Broker as the shipper, consignee or motor carrier, and shall not show any entity other than Carrier as the carrier.

### 5. INSURANCE; BROKER BOND

5.1 Broker shall at all times maintain a surety bond/trust in an amount no less than \$10,000.00. The form and terms of the bond shall be consistent with the provisions of FMCSA Form BMC-85 as that form is currently in effect.

5.2 Carrier shall maintain cargo liability insurance in the amount of \$100,000.00 per occurrence.

5.3 Upon either Party's request, the non-requesting Party shall furnish the requesting Party with certificates from the insurers or trustee 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 or trustee to name the requesting Party as an additional insured or beneficiary for the sole purpose of receiving such 30-day advance written notices of cancellation or non-renewal.

## 6. CARGO LIABILITY

6.1. Generally. Except as otherwise provided herein, the Carrier's liability for cargo loss or damage shall be governed by the provisions of 49 U.S.C. § 14706. Claims for loss of or damage to cargo shall be filed and processed in accordance with 49 C.F.R. Part 370 as in effect on the Effective Date of this Agreement, except that if the claim is filed by Broker it must be accompanied by proof (such as a signed power of attorney, a written assignment of the claim, or other evidence satisfactory to Carrier) that the involved Shipper has granted Broker full authority to resolve the claim. Claims must be filed, and any litigation on such claims must be commenced, within the minimum time frames (9 months and two years, respectively) as permitted in 49 U.S.C. § 14706(e).

## 7. REFUSED FREIGHT; SALVAGE, AND WAREHOUSE LIABILITY

The provisions of the most current version of the National Motor Freight Classification's Uniform Straight Bill of Lading governing refused freight, salvage and Carrier's status and liability as a Warehouse shall be incorporated by reference into this Agreement.

## 8. INDEMNIFICATION; NO CONSEQUENTIAL DAMAGES

8.1 Hold Harmless. Except as otherwise specifically provided in Article 6 with regard to cargo loss and damage liability, Broker and Carrier shall indemnify each other (including their respective employees and agents) and hold each other harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including reasonable legal fees) to the extent such are proximately caused by or resulting from the negligence or intentional acts of the indemnifying Party, including its employees or agents, in connection with the performance of this Agreement or the services provided hereunder. The previous sentence, however, shall not apply to the extent that such claims, liabilities, losses, damages, fines, penalties, payments, costs or expenses are proximately caused by or result from the negligence or intentional acts of the indemnified Party, including its employees or agents.

8.2 Consequential Damages Excluded. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND CARRIER SHALL NOT BE LIABLE TO SHIPPER OR INDEMNIFY BROKER FOR ANY LIABILITY TO SHIPPER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF MARKET, LOSS OF CUSTOMER GOODWILL, ASSEMBLY LINE SHUTDOWNS, OR PUNITIVE OR EXEMPLARY DAMAGES), REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES SOUNDS IN CONTRACT, TORT, BREACH OF WARRANTY, CONSUMER FRAUD, OR OTHERWISE.

## 9. FORCE MAJEURE; LEGAL RESTRAINT

If either Broker or Carrier is prevented from or delayed in performing any of its obligations under this Agreement by reason of statutes, regulations or orders of a governmental entity (including actions taken by a court or by law enforcement officials), or because of war, terrorism, acts of God, labor disturbances, civil unrest, or any cause beyond the reasonable control of such Party, that Party shall not be liable to the other Party for damages by reason of any delay or suspension of performance resulting from such legal restraints or force majeure. The Party invoking this Article, however, shall furnish the other Party with Subsequent Notice of same no more than two Business Days after the onset of the conditions delaying or preventing performance.

## 10. DISPUTE RESOLUTION

Having entered into this Agreement in good faith, the Parties agree that the terms and procedures set forth in Attachment 2 hereto shall be controlling if a dispute arises with regard to its application or interpretation.

## 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 identity for any shipment within the scope of the Services. **Carrier shall refrain from directly soliciting freight business during the term of this Agreement, or for 24 months thereafter, 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 North Carolina, 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 Business Day after mailing, on the first 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 the contact 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 or agreements 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 it is 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 Designated Contacts 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. Either 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 a 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 the Services remains in transit on the effective date of a 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.

SAS TRANSPORT, LLC (BROKER)

\_\_\_\_\_ (CARRIER)

By its Designated Contact:

By its Designated Contact:

Signature: \_\_\_\_\_  
Printed Name: Anthony E. Scott  
Title: Member-Manager  
Address: PO Box 1633  
Pittsboro, NC 27312  
Telephone: 919.524.2094  
Facsimile: 919.249.1373  
Email: aescott@haulinsas.com

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

ATTACHMENT 1

**FREIGHT CHARGES & PAYMENT PROCEDURES**

1. Basic Freight Charges. The Parties agree that Carrier shall be paid for its transportation services in accordance with the rate confirmations provided by Broker by email upon load acceptance by Carrier.
2. Payments. All payments shall be made in U.S. currency. The provisions of 49 U.S.C. § 13707 are hereby waived and the following payment terms shall apply: Carriers will be paid on standard 30 day terms unless otherwise agreed upon with Broker\*. Payment due date shall be calculated and begin upon receipt by Broker of the **original signed Bill of Lading and Proof of Delivery** for the load to be paid.  
\*For Quick Pay options, contact Broker.
3. Detention of Trailer with or without Tractor/Load Cancellation/Layover. Any detention/cancellation/layover pay shall be determined on a case by case basis and per the Broker's policy as established with individual shippers.
4. Tracking and Tracing. Carrier shall make available in-transit load position and related load delivery status and tracing information via email and/or text to Broker.
5. Loading and Unloading. If Shipper or Shipper's consignee requires the use of a lumper (third-party loader or unloader), Broker will be responsible for the payment of such lumping or guarantee the payment of any actual charges Carrier may incur and Carrier shall be reimbursed for said charges upon providing a receipt for the actual charges to Broker.
6. Exclusive Use of Vehicle. If the freight Shipper tenders does not fill the capacity of the trailer Carrier furnishes NO additional freight of another shipper may be hauled (as each load tendered shall enjoy the exclusive use of the trailer).

ATTACHMENT 2  
DISPUTE RESOLUTION

Having entered into this Agreement in good faith, the Parties agree that the following shall occur if a dispute arises with regard to its application or interpretation.

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 of 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 Parties shall engage an experienced mediator upon such terms and such cost allocation as may be mutually agreeable to the Parties.
2. Arbitration. If after the expiration of the thirty (30) day period set forth in 11.1 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.
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.
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 and 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 explanation may be limited to the extent necessary to support the award and need not attempt to cover all issues raised by the parties.
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.
6. Cargo Claims and Pricing Disputes. If a dispute involves a cargo 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.



**ANTHONY E. SCOTT**  
OWNER

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**TRIANGLE**  
FITNESS **24/7**

**ANTHONY SCOTT**  
OWNER

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